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GEN/7099

AGREEMENT

by and between the

COUNTY OF STEUBEN

and

CSEA, Local 1000 AFSCME,
AFL-CIO



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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Steuben County Unit
Steuben County Local 851

January 1, 2005 - December 31, 2008

750 employees

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PREAMBLE

WHEREAS, It is the intent and purpose of the parties to this Agreement to:

1. Establish and maintain a harmonious and cooperative relationship between The County of Steuben and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. Comply with the requirements of the Public Employees' Fair Employment Act by recognizing the rights of employees of the County of Steuben to self-organization and representation for collective negotiations on the terms and conditions of employment.
3. To set forth the rights and responsibilities of the County and CSEA consistent with Law. Nothing contained herein shall deprive the County and employees of any protection and/or rights they have under this contract, the New York State Civil Service Law and any other applicable Law.

NOW in consideration of the mutual obligations contained herein the parties agree as follows:

ARTICLE I PARTIES TO THE AGREEMENT

SECTION 1. The parties to this Agreement are the County of Steuben, hereinafter referred to as the County or as the Employer and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO the certified union for the Steuben County Unit of Steuben County Local #851, hereinafter referred to as CSEA or as the Union.

ARTICLE II APPLICABLE LAW

SECTION 1. This Agreement shall be governed by the Public Employees' Fair Employment Act, otherwise known as the Taylor Law.

ARTICLE III RECOGNITION

SECTION 1. The County recognizes the CSEA, Inc., Local 1000, AFSCME, AFL-CIO the certified union for the Steuben County Unit of Steuben County Local #851 as the sole and exclusive representative for all of its employees for the purpose of collective bargaining and grievances under the provisions of the Public Employees' Fair Employment Act, except elected and appointed officials, department heads, seasonal employees, part-time employees employed less than twenty (20) hours per week, Sheriff's Department employees serving in titles exclusive to that department and employees serving in a position designated as management or confidential as set forth in Addendum I of this Agreement.

ARTICLE IV NO STRIKE PLEDGE

SECTION 1. The Union affirms that it does not assert the right to strike against the County to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist, or participate in such strike.

ARTICLE V
MEMBERSHIP DUES DEDUCTIONS AND AGENCY SHOP FEES

SECTION 1.

- A. The Employer shall deduct from those wages of employees and remit to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, New York, 12210, regular membership dues, for those employees who have signed the appropriate payroll deduction authorization permitting such deductions. The employer agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive bargaining agent for the employees.
- B. Deductions authorized by any employee shall continue as so authorized unless and until such employee notifies the Employer of his/her desire to discontinue or to change such authorization. The CSEA assumes full responsibility for the disposition of such funds so deducted once they are turned over to the CSEA.
- C. CSEA, having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make deductions and transmit the sum so deducted to CSEA.

SECTION 2. A copy of the County payroll will be furnished to the Union on a monthly basis.

ARTICLE VI
MANAGEMENT RIGHTS

SECTION 1. The employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked: subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

SECTION 2. The above rights of the employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the employer. Any and all the rights, powers and authority the employer had prior to entering this agreement are retained by the employer, except as expressly and specifically abridged, granted or modified by this agreement.

SECTION 3. The County shall perform its obligations under this agreement in fair and impartial manner to all employees and shall not discriminate against any employee for reasons of sex, age, race, color, creed, or national origin.

SECTION 4. The Rules Committee of the Legislature is empowered to determine whether or not any individual should be authorized to have the use of a county vehicle for commuting purposes. Any initial decision made by this Committee may be appealed to a Review Committee composed of not fewer than five Legislators appointed by the Chairman within the (10) days of notification to the affected employee(s), in writing, by the Rules Committee. Such appeal will be heard by the Committee within thirty (30) days of receipt of the employee's written notice of appeal. The employee may be represented by a Union representative of his or her choice at such appeal hearing. The Committee shall issue its final decision within ten (10) days of the hearing, in writing, with the copies to the employee and the Union. The decision of the Review Committee shall be final, binding and non-grievable. Such decision, should it be to remove a vehicle from the employee, shall not become effective until thirty (30) days following the date of receipt by the employee of the Review Committee's decision. All days referred to within this Article shall be deemed to be calendar days. Any employee who suffers a loss of the use of a county vehicle in accordance with the provisions contained in this Section, shall be paid a one time payment of Five Hundred (\$500.00) dollars, payable in the last paycheck of the fiscal year. This provision shall apply only to employees who have assigned vehicles prior to January 1, 1993. Future vehicle assignments shall be at the discretion of the Rules Committee.

ARTICLE VII **UNION RIGHTS**

SECTION 1. The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act.

SECTION 2. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on premises and facilities in the County as long as such notices and communications are not controversial in order or matter. Bulletin boards for such purposes shall be located on a building basis rather than on a department basis.

SECTION 3. Representatives of CSEA shall have access to the premises of the County for the purpose of transacting any necessary business regarding the interpretation or enforcement of this Agreement.

SECTION 4. The County recognizes the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms of this Agreement and other terms and conditions of employment and to visit employees during scheduled or regular working hours subject to reasonable limitation by Department Heads. Said representatives shall also be permitted to appear at meetings, subject to rules of the Legislature and public hearings before the Legislature of Steuben County upon request of the employees. CSEA must notify the County Attorney's Office as to whom these designees will be and when they are to be on County premises or appear at meetings and public hearings.

SECTION 5. A copy of the agenda for each meeting of the Steuben County Legislature will be made available to the President of CSEA, or his designee, at the same time distribution is made to the members of the Legislature.

SECTION 6. The CSEA shall be permitted to use the County's Civil Defense and Fire Training Center for their meetings when said Center is available and if prior approval has been granted by the Clerk of the Legislature.

SECTION 7. The Union shall have a total of 750 hours per year of "union leave" time for use by employees who are designated or elected as Union representatives. Said employees may use time up to the maximum allowed herein without loss of compensation. Said employee must make notification to his or her immediate department head by use of the standard leave request form when he or she intends to use said time. The only exclusions from this shall be formal grievance presentations at each stage of the grievance procedure; disciplinary hearings or actual negotiating sessions with County officials. The County requires that the above exclusions only encompass one (1) Union Official at the grievance or discipline presentations and/or hearings. The grievants' and/or disciplinees' time shall not count against Union Leave time.

SECTION 8. The County will provide a list of new employees who have attended orientation and have received their first paycheck. Information will include employee's name, department, start date and salary.

ARTICLE VIII EMPLOYEE RIGHTS

SECTION 1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Employer.

SECTION 2. A. Non-competitive and labor class employees hired on or after January 1, 1989, shall, after the successful completion of two (2) years probationary period, receive Section 75 protection and rights for removal and/or suspension. Non-competitive and labor class employees on the payroll prior to January 1, 1989 shall receive such protections after the successful completion of a six (6) months probationary period.

B. DISCIPLINARY PROCEDURE:

1. **APPLICABILITY:** The following disciplinary procedure will be applicable to all employees in the bargaining unit with fifteen (15) or more years of service, and is meant to replace Section 75 and 76 of the Civil Service Law and will be used in lieu thereof.
2. **CAUSE:** An employee shall not be subjected to any disciplinary action except for incompetency or misconduct.
3. **CONTENTS OF NOTICE OF DISCIPLINE (NOD):** The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought, including references to dates, times and places. The notice will also contain any proposed penalty.
4. **SERVICE OF NOTICE OF DISCIPLINE:** Service of the notice of discipline shall be made by personal service, if possible, and if such service can not be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously to the Unit President or Designee or within four hours of the employee being served. Upon receipt of the notice of discipline, an employee shall have ten (10) work days to file a disciplinary grievance. Such grievance shall be filed with the Personnel Officer and shall be considered a demand for arbitration under ARTICLE XX of this Agreement.
5. **SUSPENSION:** An employee may be suspended prior to the resolution of the NOD only if the employer determines that there is probable cause to believe that the employee's continued presence on the job represents a danger to persons or property or would severely interfere with County operations. The disciplinary arbitrator shall have the authority to determine whether there was probable cause for such suspension. In no event, however, may an employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance.

6. **SERVICE OF CIVIL SERVICE LAW §75 CHARGE:** Service of the charge pursuant to CSL §75 shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be by registered or certified mail, return receipt requested. A copy of the charge will be served simultaneously to the Unit President or within four hours of the employee being served.

ARTICLE IX
COMPETITIVE CLASS POSITIONS

Positions in the competitive class of the Civil Service shall be filled according to Civil Service Law. Competitive class positions require that a civil service examination be completed and passed prior to a candidate's name being placed on the eligible list. The resulting eligible list(s) will be used to fill vacant position(s).

ARTICLE X
LABOR AND NON-COMPETITIVE CLASS EMPLOYEE PROVISIONS

SECTION 1. SENIORITY

- A. Seniority shall be defined as the employee's length of continuous service with the Employer as a permanent employee.
1. Continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when an employee is:
 - a. On an authorized leave of absence;
 - b. Laid off;
 - c. Receiving worker's compensation;
 - d. Other periods as required by Civil Service Law.
- B. Subject to Civil Service Law, an employee shall lose seniority when one or more of the following occurs:
1. Resignation;
 2. Discharge;
 3. Retirement;
 4. A recall is refused.
- C. If two (2) or more employees are hired on the same date, their relative seniority shall be determined by lot.
- D. An employee who transfers job title(s) during the life of this agreement shall not receive a lower rate of pay as a result of such transfer, except if such transfer is voluntary to a lower job title then such a reduction will be immediate.
- E. **Layoffs**
1. Seniority as it pertains to layoffs shall be defined as the employee's length of continuous service in the job title. When there is a tie in appointment date of two or more employees, the tie shall be broken by civil service layoff procedures normally used to break ties.
 2. If a layoff occurs the order of least seniority shall be followed in the effected job title.
 3. A laid off employee may exercise his seniority to displace ("bump") less senior employees in other job titles previously held or in other job titles considered next lower in title in a direct line or promotion.
 4. Recall of laid off employees shall be in the inverse order of layoff by job title.

SECTION 2. JOB VACANCIES AND POSTINGS

- A. When a job vacancy occurs which is to be filled, the Employer will be responsible for distributing and posting announcements of such vacancy on all CSEA designated bulletin boards at least ten (10) working days prior to the day they are to be filled. Announcement of such vacancies shall contain the title of the position to be filled, the minimum job qualifications required, the work location of the vacancy, and the applicable salary. In case of emergency, the job may be filled temporarily, pending posting and fulfillment of requirements of Section B below.
- B. When such a vacancy is announced as provided herein, employees who wish to be considered for the vacancy shall be allowed to file appropriate notice therefore with the appointing authority; provided, however, that such notices, must be filed within the ten (10) day period following the announcement of the vacancy.
- C. After appropriate notices have been filed by the employee(s) with the Employer, the vacancy shall be filled utilizing the following procedure with seniority being the determining factor among those who are equally qualified for the position(s):
 - 1. First preference shall be given those employees presently working within the department to whom the vacancy will result in a promotion.
 - 2. Second preference shall be given those employees whose transfer would result in a lateral transfer of job titles and pay rate.
 - 3. Third preference shall be given all other employees with permanent full-time or part-time status retroactive to first date of continuous employment.
 - 4. Fourth preference shall be given to applicants not working for the employer.
- D. Any employee who is transferred as a result of Item B and C above shall not be eligible for another transfer for one year as per Item B and C above unless the County requests such individual to consider accepting a transfer as per this agreement.
- E. **REINSTATEMENT AND REAPPOINTMENT:** The job posting provisions of this section shall have no application if a vacancy is filled by the reinstatement or reappointment of a permanent employee who has resigned from a bargaining unit position within one year of the date of such reinstatement or reappointment.

ARTICLE XI PAYROLLS, PAY PERIODS AND DEDUCTIONS

SECTION 1. The County Treasurer shall have full authorization to provide for all departments of the County such forms and methods of payment of the County Employees as such County Treasurer shall deem legal, advisable and proper, including the proper forms and methods for payment of temporary, part-time or special help working for the County.

SECTION 2. Pay days falling on a holiday will be paid the day before such holiday.

SECTION 3. In regard to increments, the anniversary date for salary purposes shall be considered the first day of the bi-weekly pay period in which the anniversary date appears.

SECTION 4. The County shall deduct and remit to the insurance carrier any insurance premiums under a union operated insurance plan for those employees who have authorized in writing such deductions by the employer.

- A. The insurance representative shall have the right to visit the individual employee covered under this agreement on the job for the purpose of explaining the insurance protection or for adjusting any claims.

- B. The Union hereby agrees to hold the County harmless for any and all damages the County may sustain as a result of making the payroll deductions where such damage is the result of the negligence of an officer of the union or union member requesting such payroll deductions.

SECTION 5. Other allowable payroll deductions are as follows:

- A. Federal and State Withholding Taxes
- B. Social Security
- C. Bonds
- D. C.S.E.A. Sponsored Insurances
- E. Maintenance
- F. Deduction for retirement payment
- G. Deduction for payment of retirement arrears
- H. United Way Fund
- I. Credit Union
- J. 125 Plan and Flexible Spending

SECTION 6. All employees will be deemed to be in a two (2) week "lag" status with regard to wages.

ARTICLE XII TEMPORARY REASSIGNMENT

SECTION 1. An employee may be assigned temporarily to perform duties of a higher classification for not more than a one (1) month period in an emergency situation. Temporary reassignment shall not be used to fill a vacant position and further, in no case shall it exceed 30 days unless to cover for an incumbent on leave of absence. In the event such reassignment exceeds three (3) days in any pay period, he or she shall be compensated for such duties during the period he or she performs the same at the higher rate of pay with reference to the base salary of the higher grade. If such base salary of the higher grade is not equal to the employees permanent position salary at the time, in such event he or she shall be paid at the first appropriate step of the higher grade which is an increase over their current salary.

SECTION 2. An employee may be assigned temporarily to perform the duties of a lower classification. In that event, he or she shall be compensated at his or her regular rate of pay of his or her permanent position.

ARTICLE XIII BASIC WORK DAY/WEEK

SECTION 1. The parties agree that the basic work week shall be 37 1/2 hours, consisting of five consecutive work days of 7 1/2 hours (not including meal period), Monday through Friday except as herein otherwise provided. Employees shall have two consecutive 24 hour days, a total of 48 consecutive hours, off each week.

SECTION 2. Normal county business office hours shall be 8:30 A.M. - 5:00 P.M. Employees within a department may make a one time request for either a 1/2 hour or a 1 hour meal period. These requests shall be honored, subject to scheduling needs of the department as determined and approved by the department head.

SECTION 3. All employees actually working 37 1/2 or 40 hours per week at the time this Agreement is signed shall continue to do so.

SECTION 4. The regular work day and work week of employees in the County Public Works Department, Social Services Department, other departments and employees assigned to special categories, with rules and policies set forth pertaining thereto, are set forth in the Rules, Regulations and Proceedings established and approved for said special departments and are to be on file in said departments and in the office of the Personnel Department of the County. Said rules and policies, as set forth shall not be in conflict with or supersede the workday, workweek or other terms and conditions of employment as outlined by this Agreement.

SECTION 5. During the months of July and August the practice of a reduced work day/week shall be continued for the duration of this agreement. During this period the workday shall be reduced one (1) hour at the end of the workday. Effective February 16, 1987, any employee in the bargaining unit hired on or subsequent to the date of signing, shall not be entitled to the July/August reduced work day/week schedule provided herein.

SECTION 6. The normal day shift for the Public Works Department shall be from 7:00 a.m. to 3:30 p.m.

SECTION 7. In any department with work shifts other than the normal workweek of Monday through Friday day shift, any employee may have his workday or workweek changed with seven-calendar days written notice, except in an emergency situation when said written notice period is waived. Such written notice of change may be refused by an employee if such change would work an undue hardship. Such refusal must be in writing, stating the reasons at least four days prior to the effective day of the change.

In the event no qualified employee agrees to accept the temporary change, the county may assign the most junior qualified employee to the temporary assignment. Such change may not exceed two weeks duration.

SECTION 8.

- A. The parties agree that the basic work period for Health Care Facility employees be 80 hours bi-weekly, exclusive of lunch periods effective with the signing of the 1998 Contract, Monday through Sunday, with each employee having at least two consecutive 24-hour days off, a total of 48 consecutive hours off each period, and two other 24-hour days off, not necessarily consecutively. (The Monday through Sunday change to be made in 1993 shall be accomplished by a one (1) time pay period of 12 days. This change should be administrative only and not result in any extra ordinary overtime.)
- B. Health Care Facility employees will be entitled to time and one-half their regular rate of pay for authorized work performed in excess of 8 hours in one day or 80 hours in a bi-weekly pay period. Paid time (vacation, sick days, personal days, etc.) shall be considered as time worked in computing hours for overtime.
- C. Health Care Facility employees shall be paid time and a half for authorized work performed in excess of 80 hours in a bi-weekly payroll period, with the exception that those employees whose hours are reduced in July and August as per Article XII, Section 5, shall be paid straight time for authorized work performed in excess of 70 hours but less than 80 hours in a bi-weekly pay period in July and August.

SECTION 9. The parties agree that the basic work week for employees working at the Landfill who are hired after January 1, 1984 shall be eight (8) hours per day and forty (40) hours per week Monday through Saturday in accordance with the following schedule of days off: (a) two (2) consecutive days off consisting of Sunday and Monday during one week of a pay period and; (b) Sunday and one other day off during the other week of the pay period. The County agrees to establish the schedule of days off for each employee covered under this Section 9 for periods of at least six (6) months.

SECTION 10. Certain operations of the Public Works Department may continue to work a 10-hour, 4-day week only at the discretion of and with the approval of the Public Works Commissioner. Should a holiday fall during a day when said section of Public Works is working a 10-hour-4-day workweek, that holiday will be equivalent to a 10-hour day for pay purposes.

SECTION 11. FLEX TIME

- A. Determination as to whether a department or only a division of a department shall flex (7:00 a.m. - 6:00 p.m.) shall be made by the Department Head. In the event that a department head decides to cease flex-time, employees shall be given thirty (30) days notice.
- B. The determination of an individual's flexed schedule shall be made between the individual and his department head or the department head's designee. In the event two or more persons in a flexing division request the same schedule but cannot be accommodated, the most senior individual shall have first preference.
- C. In the event that an individual and his/her supervisor cannot agree on a flex schedule, the individual's hours will remain the same as they were previous to the adoption of flex time.
- D. Any change must be mutually agreed to by both the Department Head and employee; but in no event shall there be more than one (1) change every three (3) months. In the event that the parties cannot agree on the requested change, the employee shall have the option of remaining at his current schedule or reverting to his schedule prior to the adoption of flex time.

SECTION 12. At least one week's (five (5) working days) notice will be given for any permanent assignment to another work location or office.

**ARTICLE XIV
OVERTIME**

SECTION 1. Employees shall be entitled to time and one-half their regular rate of pay for authorized work performed in excess of forty (40) hours in any workweek. Paid time (vacation, sick days, personal days, etc.) shall be considered as time worked in computing hours for overtime. No employee shall have his shift or workday changed for the purpose of avoiding the payment of overtime.

- A. Compensation for overtime worked may be taken in wages or compensatory time upon mutual approval of the employee and Department Head. No employee shall be forced to take compensatory time if they prefer to be paid.
- B. Compensatory time will be taken in accordance with the Federal Fair Labor Standards Act.
- C. All compensatory time will be used on mutually agreed upon dates. Compensatory time must be used by the end of the year in which it is earned; any balances will be paid out at the end of the year and there will be no carry over of compensatory time to the next year.

SECTION 2. Employees shall be paid straight time for authorized workweek performed in excess of 37 1/2 but less than 40 hours in any workweek. Except those employees whose hours are reduced in July and August as per Article XIII, Section 5, shall be paid straight time for authorized work week performed in excess of 32 1/2, but less than 40 hours in any work week during July and August.

SECTION 3. Any employee authorized to work on the sixth and/or seventh day of their work week shall be paid in accordance with Sections 1 and 2 of this article for all work performed.

SECTION 4. Employees who are required to be traveling out of the County on an overnight basis shall be paid twenty-five (\$25.00) dollars in lieu of overtime. This payment is intended to cover such activities as necessitated by official assignments and is not to cover conferences, training sessions or similar types of activities.

SECTION 5.

A. Holiday Coverage

As of October 2002, the assignment of holidays to be staffed by Public Health and Nursing Services home care Registered professional nurses, and public health nurses for the purpose of providing patient care shall be done by lottery every October by inverse order of seniority. If a nurse draws a holiday for which she is on-call, she will be required to redraw another holiday. This will result in two nurses being scheduled to work each holiday in addition to one on-call nurse scheduled for that week. In the event a nurse leaves and that position is replaced, the trained replacement shall work the holiday schedule of the nurse who left.

B. Weekend Coverage

Effective November 1, 2002 nurses hired before July 26, 1994 will no longer be prescheduled to work regular weekend coverage. Any registered professional nurse or public health nurse hired on or after July 26, 1994 to work in the Public Health and Nursing Services Department shall have a seven day work week and work every other weekend; with two-consecutive days off the preceding week. In the event a nurse leaves and that position is replaced, the replacement shall work the weekend schedule of the nurse who left. The schedule for new hires will be in accordance with the County's two-week payroll period so that the weekend days worked by these individuals are not on an overtime basis.

C. On Call

Each registered professional nurse and public health nurse will be scheduled to work one full week on-call in rotation. The on-call rotation will be done by inverse order of seniority. Any County positions hired on or after 12/7/97 will be required to work every other weekend and will be assigned on-call duty that coincides with their scheduled weekend assignment. Should the total number of nurses increase, the rotation will be decreased based on the number of nurses, with the most senior nurse decreased first. As the department returns to optimum staffing levels, the frequency of on-call will further decrease. Should the number of nurses decrease, the frequency of on-call will increase accordingly. In the event a nurse leaves and that position is replaced, the trained replacement shall work the on-call schedule of the nurse who left.

D. Nursing supervisors will rotate weekend and holiday coverage. The supervisor will be available by phone and the aid of a beeper from Friday 5:00 P.M. to Monday 8:30 A.M. For that period of time the supervisor on call will be entitled to 1 day pay for each weekend coverage.

E. When on duty to provide coverage on a holiday, nursing supervisors will be available by phone from 5:00 P.M. the previous day of the holiday to 8:30 A.M. on the day following the holiday. The supervisor will be entitled to 1/2 days pay for each holiday coverage.

F. In the event the nursing supervisor must home visit while working per A or B above, the nursing supervisor will be entitled to time and one half her regular rate of pay for authorized work performed in excess of 40 hours in any work week.

SECTION 6. Preventive Services Caseworkers and Child Protective Caseworkers may at the discretion of the Commissioner of the Department of Social Services be assigned to on call duties. The schedule will be established by the Commissioner of the Department of Social Services on a volunteer basis. If the number of volunteers is insufficient the Commissioner will assign Preventive Services Caseworkers and Child Protective Caseworkers on a rotating basis. Employees working on call assume the responsibility to receive phone calls regarding preventive services and child protective services as outlined in departmental procedures.

Compensation for such services is as follows:

- Each week day on call \$15.00
- Each weekend on call 1 day pay
- Each holiday on call 1/2 days pay

A weekday would be a Monday, Tuesday, Wednesday, or Thursday, commencing at 5:00 P.M. and ending at 8:30 A.M. the following day. Weekends begin at 5:00 P.M. on Friday and end at 8:30 A.M. Monday. Holiday coverage commences at 5:00 P.M. of the day preceding the Holiday and ends at 8:30 A.M. of the day following the holiday. This shall apply only to two (2) positions in Social Services; one (1) position in Mental Health and one (1) in Public Health, and shall be in addition to an employee's pay for actual time worked while on call. Changes to be effective January 1, 1994.

SECTION 7. Notwithstanding the provisions of Sections 4 and 5 of this ARTICLE, employees falling within the scope of the FLSA shall receive overtime compensation as required by the provisions of said Law.

SECTION 8. Paid time for Public Works' emergencies call-outs, starts not more than thirty (30) minutes prior to the employee's arrival at the work location.

ARTICLE XV **PAID LEAVES**

This agreement provides certain benefits for permanent employees, certain benefits for temporary employees and certain benefits for part-time employees. In order to be covered by all benefits, an employee must be appointed to a permanent full-time position. He, or she, must have worked at least six (6) months to be allowed to draw either sick leave or annual leave in accordance with the applicable schedule for same, if approved by the department head.

- A. Reporting of Leave Time (Effective 01/01/06)**
1. Leave accruals shall be reported in hours.
 2. The first hour of the workday shall be one (1) hour of leave time.
 3. After the first hour, all paid leave will be charged thirty (30) minutes (0.5 hours) initially and fifteen (15) minutes (0.25 hours) after that.
 4. These statements applied to annual, sick and personal leave.

Example:

Ex 1. Employee is 20 minutes late for work. Since it is in the first hour of the workday, the application for leave time will be written for one hour.

Ex 2. Employee leaves work at 10:15 a.m. for a doctor or dentist appointment. He/she returns at 11 a.m. and completes an application for leave time for 45 minutes.

Ex 3. Employee must leave work early. Workday normally ends at 5 p.m. Employee leaves at 4:30 p.m. and completes an application for leave time for 30 minutes.

SECTION 1. VACATIONS

- A. Regarding employment prior to January 1, 1970, all employees continuously employed by the County on a full-time annual salary basis, or on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week (20 hours per week or 40 hours bi-weekly), for a period of one (1) year, whether it be in a temporary position which matured into a permanent one, or a seasonal position which developed into a yearly one shall accumulate fifteen (15) days vacation, and after 15 years service twenty (20) days vacation with pay exclusive of Sundays and Holidays, or seven and one-half (7 1/2) days vacation and after 15 years service ten (10) days vacation in case of employees working 4 hours per day, 5 days per week (20 hours per week or 40 hours bi-weekly), and that for 10 year employees such rate of accumulated vacation with pay shall continue on the basis of 9.38/10.0 hours and for after 15 years 12.5/13.34 hours, or in case of employees working 4 hours per day, 5 days per week (20 hour per week or 40 hours bi-weekly) 6.25/6.68 hours per day for 15 year employees each month continuous employment, but at no time may the total amount accumulated vacation with pay exceed 337.5/360.0 hours, exclusive of Sundays and Holidays. The time at which the employee may choose to take his or her vacation with pay must be subject to the approval of the department head or the employing officer. (See attached chart for clarification.)
- B. The following schedule, effective January 1, 1972, for vacation for all County employees as described (continuously on a full-time annual salary basis) in the above paragraph, hired on or after January 1, 1970, shall be as follows:
- After 6 months -- 22.5/24.0 working hours
 - After 1 year ----- 90.0/96.0 working hours
 - After 10 years --- 112.5/120.0 working hours
 - After 15 years --- 150.0/160.0 working hours
- C. In regard to such employees hired on or after January 1, 1970, on a per diem or hourly basis on a regularly scheduled work week of at least 4 hours per day and 5 days per week (20 hours per week or 40 hours bi-weekly) the schedule (effective January 1, 1972) shall be as follows:
- After 6 months -- 11.25/12.0 working hours
 - After 1 year ----- 45.0/48.0 working hours
 - After 10 years --- 56.25/60.0 working hours
 - After 15 years --- 75.0/80.0 working hours
- D. All other terms herein concerning vacation apply to all new employees.
- E. Any employee as designated in the above provisions on separation from the service of the County shall be entitled to any accumulated vacation with pay based upon the foregoing schedule.

ARTICLE XV PAID LEAVES

Section 1. Vacations Part A, B, C

If you were hired **PRIOR to January 1, 1970**, the following chart applies to you.

	Hrs/week <u>Worked*</u>	Leave (days/year)			Rate of accumulation (hrs/month)			Maximum hours <u>accumulated</u>
		service <u>=6 mo</u>	service <u>=1yr</u>	service <u>=15 yrs</u>	service <u><10 yrs</u>	service <u>=10 yrs</u>	service <u>=15 yrs</u>	
Full time	40.0	3.0 d	15.0 d	20 d	8.00 h	10.00 h	13.34 h	360.0
Full time	37.5	3.0 d	15.0 d	20 d	7.50 h	9.38 h	12.50 h	337.5
Part-time	20.0	1.5 d	7.5 d	10 d	4.00 h	5.00 h	6.67 h	360.0
Part-time	18.75	1.5 d	7.5 d	10 d	3.75 h	4.69 h	6.25 h	337.5

If you were hired **ON or after January 1, 1970**, the following chart applies to you. (Effective January 1, 1972.)

	Hrs/week <u>Worked*</u>	Leave (days/year)					Rate of accumulation (hrs/month)			Maximum hours <u>accumulated</u>
		service <u>0<6 mo</u>	service <u>=6 mo</u>	service <u>=1yr</u>	service <u>=10 yrs</u>	service <u>=15 yrs</u>	service <u>0<10 yrs</u>	service <u>=10 yrs</u>	service <u>=15 yrs</u>	
Full time	40.0	0	3.0 d	12 d	15.0 d	20 d	8.00 h	10.00 h	13.34 h	360.0
Full time	37.5	0	3.0 d	12 d	15.0 d	20 d	7.50 h	9.38 h	12.50 h	337.5
Part-time	20.0	0	1.5 d	6 d	7.5 d	10 d	4.00 h	5.00 h	6.67 h	360.0
Part-time	18.75	0	1.5 d	6 d	7.5 d	10 d	3.75 h	4.69 h	6.25 h	337.5

* Exclusive of Sundays and Holidays

After six (6) months of satisfactory service, three (3) vacation days (1.5 days if PT) may be taken. After one (1) year of satisfactory service, up to twelve (12) vacation days (6 days if PT) may be taken. However, any vacation days taken after 6 months will be subtracted from the number of days available at one year.

SECTION 2. SICK LEAVE

- A. Each employee who has been continuously employed by the County on a full-time annual salary basis, or on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week (20 hours per week or 40 hours bi-weekly) for a period of six (6) months, whether it be in a temporary position which matured into a permanent one shall be entitled to sick leave with pay on the basis of 45.0/48.0 hours, or 22.5/24.0 hours for employees working four (4) hours per day, five (5) days per week (20 hours per week or 40 hours bi-weekly) exclusive of Sundays and Holidays and that the right to accumulate such sick leave with pay shall continue on the basis of 7.5/8.0 hours each month of employment, or 3.75/4.0 hours each month for employees working four (4) hours per day five (5) days per week (20 hours per week or 40 hours bi-weekly) exclusive of Sundays and Holidays but not to exceed a total accumulation of one hundred eighty (180) days (1350/1440 hours). (See chart below for clarification.)
- B. Employees who are taken sick or injured while on vacation may charge such time to sick leave effective from the time the employee sees a doctor through the period of disability covered by the doctor's statement, which statement must be submitted to the department head for transmittal to the Personnel Director of the County Personnel Department.

Section 2. SICK LEAVE CHART

- A. Each employee, whether he/she has been employed on a full time annual salary basis or on a per diem or hourly basis, who has been continuously employed by the County for a period of six months shall be entitled to sick leave with pay as follows:

	hrs/week worked*	Sick leave earned hrs/month	hours available after 6 mths
Full time	40	8.0	48.0
Full time	37.5	7.5	45.0
Part-time	20.0	4.0	24.0
Part-time	18.75	3.75	22.5

The right to accumulate such sick leave with pay shall continue as follows:

	hrs/week worked*	Sick leave earned hrs/month	maximum accumulated days	OR	maximum accumulated hours
Full time	40	8.0	180		1440
Full time	37.5	7.5	180		1350
Part-time	20.0	4.0	180		1440
Part-time	18.75	3.75	180		1350

*Note: Hours worked is exclusive of Sunday and Holidays.

- B. Employees absent from work for more than three (3) consecutive days due to personal illness or accident shall submit to the department head for transmittal to the Personnel Officer of the Personnel Department, a doctor's statement covering the complete absence before returning to work and/or receiving sick leave pay.
- C. Absence, by employees covered under sick leave category, for attendance upon a member of the employee's family by reason of illness or incapacity of such person, shall be granted under the sick leave provision, to a maximum of five (5) days per year. The following are deemed to be members of the immediate family: Spouse, Parents, and Children.
 - 1. If an employee finds it necessary to absent himself or be tardy from work by reason of illness or for any other causes outlined heretofore, he shall as soon as reasonably possible and not later than one hour after time to start work, notify the department head or a person in charge of the department office at the time, the following information, to wit: Name, reason for absence, and length of time expected to be absent.
 - 2. Employees at the Steuben County Health Care Facility are expected to notify the Facility one (1) hour prior to their starting time if they are unable to report for work. Extenuating circumstances that result in the employee's inability to meet this requirement shall not expose them to discipline.
- D. Any absence from work other than as provided herein or under the provisions of the Worker's Compensation Law shall be charged to vacation.

SECTION 3. PERSONAL LEAVE

- A. Any employee employed prior to February 16, 1987, shall continue to receive five (5) personal leave days per year, credited on January 1st, of each year. Employees hired on or subsequent to February 16, 1987, shall receive three (3) personal leave days per year, credited on January 1st of each year. New hires shall be credited with three (3) days if hired between January 1st and April 30th; two (2) days if hired between May 1st and August 31st, and one (1) day if hired on or after September 1st.
- B. Personal Leave which is not used by December 31st will be credited to Sick Leave on January 1st of the following year.
- C. Employees under normal circumstances shall give two (2) days advance notice prior to the requested date(s). If an employee finds it necessary to absent himself or be tardy from work for any other causes outlined heretofore, he shall as soon as reasonably possible and not later than one hour after time to start work, notify the department head or person in charge of the department office at the time, the following information, to wit: Name, reason for absence, and length of time expected to be absent.
- D. Unused personal leave shall not be paid at the time of separation, retirement, or death.
- E. Personal Leave is only given to employees working 75-80 hours either in a permanent, provisional or contingent appointment.

SECTION 4. BEREAVEMENT LEAVE

In the event of death in the immediate family, each employee shall be granted three (3) days off with pay for time lost during the regularly scheduled workweek. This time shall normally end on the day following the funeral. Immediate family shall mean: Spouse, Child, Step-child, Parent, Step-Parent, Brother, Sister, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandparent and/or Grandchild of either spouse. Bereavement shall not be deducted from any other accumulated leave benefit nor shall they be accumulative. Additional days to be deducted from an employee's accumulated sick leave may be granted at the discretion of the Employer.

SECTION 5. HOLIDAYS

- A. The following days are designated as paid holidays for all employees:
- | | |
|------------------------------------|----------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr.'s Birthday | Election Day |
| Presidents' Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving Day |
| Labor Day | Christmas Day |
- B. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- C. When a holiday falls on a regularly scheduled day off, a mutually agreeable, appropriate day off will be scheduled within the next two (2) pay periods. The day shall be selected by the employee, with the approval of the appropriate supervisor.
- D. When a holiday falls during an employee's vacation, he/she shall not be charged a vacation day for such day. No employee shall be required to work a holiday while on vacation, except in emergency instances.
- E. In the event an employee is directed to work and his shift of work starts on any of the listed holidays or days resulting due to B, above, the employee shall in addition to regular holiday pay, receive compensation at time-and-one-half (1 1/2) for the time actually worked. An employee whose shift of work does not start on a holiday or days resulting due to B. above, will not be paid time-and-one-half (1 1/2) for time actually worked on a Holiday or days resulting due to B. above.
- F. For employees working in a department with twenty-four (24) hours a day/seven (7) days a week operations, the employee who works on the actual holiday will be compensated for the actual holiday at time and one half (1 1/2) rather than for the day the County observes as the holiday. (The Monday celebrated holiday shall be considered the Memorial Day Holiday).

SECTION 6. EDUCATIONAL ASSISTANCE

All full time employees with one (1) year service are eligible for consideration to attend a school accredited in New York State to take job-related courses. Such request must be recommended by the employees' department head and forwarded to the Personnel Officer for approval of the Health and Education Committee of the Steuben County Legislature. Any courses taken under Veteran's Educational Benefits Programs or under other grants are eligible for this program.

Tuition Aid Request Forms will be available from the Personnel Department. Courses must have prior approval and a copy of the tuition cost and transcript indicating satisfactory completion of the course must be submitted to your Department, who will forward it to the Auditor for reimbursement processing.

The employee will be notified by the department head of approval or disapproval of request for Educational Assistance and a copy sent to the Personnel Department.

Any employee who has received Educational Assistance and who does not maintain employment with the County for a period of two (2) years subsequent to receiving such Educational Assistance shall reimburse the County for such assistance.

Such tuition reimbursement shall be limited to a maximum of \$150.00 per credit hour.

SECTION 7. DISABILITY INSURANCE

Disability insurance coverage shall be available for each employee at the sole expense of the employee.

ARTICLE XVI JURY AND COURT ATTENDANCE

SECTION 1. A regular County employee working at least 18.75/20.0 hours or more weekly shall be entitled to his usual salary for the days he serves as a juror or is in Court pursuant to subpoena or other order of the Court, in Federal Court, Grand Jury, County Court, City Court, Police Justice Court, and Magistrate Court, providing he turns over to his employing officer or Department Head for refund to the County Treasurer the fees that he earns as a juror, retaining the mileage allowance.

ARTICLE XVII MILITARY LEAVE

SECTION 1. Military leave shall be as provided by the New York State Statutes pertaining to same.

ARTICLE XVIII MATERNITY LEAVE

SECTION 1. Pregnant employees shall be granted leaves of absence in the same manner and spirit as other employees granted leaves of absence for various reasons including temporary illness and/or disabilities. Use of accumulated sick leave and vacation benefits shall be allowed for maternity leave when requested by the pregnant employee. The condition of pregnancy and any related illness and/or disability will be treated in the same manner and spirit as leaves of absence for various reasons including temporary illness and/or disabilities.

SECTION 2. Pregnant employees are required to take their maternity leave on such date as their personal physician specified that they are no longer able to carry out all duties normally assigned to them.

SECTION 3. A pregnant employee holding a position on an annual salary basis shall be granted a leave of absence as hereinbefore set forth for a period of time as her personal physician specifies. Maternity leave shall be without pay except as specified in Section 1 of this ARTICLE.

ARTICLE XIX
UNPAID LEAVE OF ABSENCE

SECTION 1. All leaves of absence to be granted to any employee without pay by an employing officer or department head of any county department must have the approval of the Legislature.

- A.** An employing officer or department head of any county department, being the person duly delegated to certify payrolls and certifications as to vacation, sick leave, personal leave and leave of absence, shall have the authority, under the legal definition of leave of absence without pay, to authorize and grant to an employee in the department under his jurisdiction, a leave of absence without pay up to and not exceeding sixty (60) days, and that such leave of absence without pay, shall within the discretion of said department head, be granted without the need or necessity of a resolution of the Steuben County Legislature and filed as hereinafter set forth in subdivision "B".
- B.** The granting of such sixty (60) days leave of absence without pay shall only be granted by said department heads or employing officer for reasons which have heretofore been approved by the Steuben County Personnel Department, and each granting official shall file a certification of the granting of such leave of absence without pay on or before the commencing date of such leave with the Personnel Director of the County Personnel Department and the Steuben County Treasurer.

SECTION 2. Leaves of absence shall not be granted to an employee to accept employment by an employer other than the County.

SECTION 3. It is hereby established that in regard to the policy pertaining to the leave of absence of employees that any leave of absence in excess of four (4) months for sickness or maternity shall be deducted from the employee's earned time for the next increment bracket: that a leave of absence granted to an employee for a course of study or training, when such study or training is of the same nature and category with the stated employment of such employee shall not be deducted in computing the earned time in regard to the increments earned or qualifying for the increments for longevity, providing that the resolution granting such leave specifically sets forth such provision; that a leave of absence in excess of one (1) year for sickness or maternity shall be deducted from the earned time as applied to the increments for longevity; and that a leave of absence granted to an employee for any reason than above stated shall be deducted in computation of earned time for increments and longevity increments, unless approved after consideration of the Administrative Committee only the actual time an employee is away from work during the granted leave of absence shall be deducted in computation of earned time for increments and longevity increments, however, any time worked during a granted period of leave of absence shall not extend the granted period of such leave of absence.

SECTION 4. Wherein a County employee has been granted a leave of absence without pay for reason of ill health, his name may not appear upon a payroll until he has been granted an approval by his doctor to return to work, and if necessary, the County under the Workers' Compensation Plan has the authority to require a physical exam by a physician of the County's choice. Further, such employee's name shall not appear upon a payroll until he has actually been reemployed and the certificate of the physician properly filed with the department head for transmittal to the Personnel Officer of the County Personnel Department. This must be interpreted and it is understood to be a provision that while an employee is on leave of absence he may not draw any salary against accumulated time of any type. Upon being properly reemployed as above stated, such employee may apply for any accumulated leave and be paid for such legitimate leave upon the approval of the department head or appointing officer.

SECTION 5. No leave of absence shall be granted to temporary, seasonal or part-time employees, however in regard to part-time employees on regular employment basis of at least forty (40) hours per pay period or at least four (4) hours per day and five (5) days per week, or at least 20 hours per week, may be granted leaves of absence without pay upon recommendation by the department head and County Administrative Committee and an approving resolution of the Steuben County Legislature.

SECTION 6. If an employee is separated from County service, or granted a leave of absence without pay from County service, subsequent to the effective date of these Rules, and thereafter is reinstated or reemployed more than one (1) year following the last date upon which personal leave was credited to him pursuant to this rule, such reinstatement or reemployment shall be deemed to be a new entry into County service for the purpose of crediting personal leave under this rule.

ARTICLE XX

GRIEVANCE PROCEDURE

Grievance Procedure shall be in accordance with the following Resolution and as amended herein:

RESOLVED, that the Grievance Procedure for Employees of the County of Steuben as hereinafter set forth be, and it hereby is, adopted:

SECTION 1. DEFINITIONS

As used herein the following terms shall have the following meanings:

- A. "Employee" shall mean any person directly employed and compensated by the County of Steuben, except persons employed in the legislative or judicial branch thereof.
- B. "Grievance" shall mean a dispute between an individual employee, group of employees, or the Union and the Employer arising out of the application or interpretation of this Agreement, except any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding except for the disciplinary procedure provided under Article VIII, Section 2 (B), or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of the law.
 - 1. If an individual employee or a group of employees initiate a grievance such employee(s) must sign said grievance.
 - 2. If the union initiates a grievance on behalf of an employee(s) the union shall list the name(s) of all employees involved in the grievance.
- C. "Department" shall mean any office, department, board, commission, or other agency of the government of the County of Steuben.
- D. "Legislature or its designee" shall mean the entire Legislature, a Committee of the Legislature specifically designated for such purpose by the Legislature or the "Proper Committee" or the Personnel Officer.

- E. "Department Head" shall mean that person so designated pursuant to charter, local law, administrative code, rule of resolution of the Legislature of accepted practice as the Head of a Department as defined in subdivision "C" hereof.
- F. "Decision" shall mean the ruling, determination or report or disposition made by a proper committee, department head or grievance board after a grievance is heard or submitted as in this act provided.
- G. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this act.

SECTION 2. DECLARATION OF BASIC PRINCIPLE

Every member of this County unit shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

SECTION 3. INITIAL PRESENTATION

- A. An employee who claims to have a grievance shall present his grievance to his department head, in writing, within ten (10) days after the grievance occurs.
- B. The department head shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his superiors to such extent, as he deems appropriate, all on an informal basis.
- C. Within ten (10) days after receiving the written grievance, the department head shall render his/her written decision to the employee who presented the written grievance and to the employee's representative, if any.

SECTION 4. SECOND STAGE

- A. If an employee presenting a grievance be not satisfied with the decision made by his department head, he may, within ten (10) days thereafter, request a review and determination of his grievance by the Legislature or its designee. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Legislature and the department head to whom the grievance was originally presented. Thereupon, and within ten (10) days after receiving such request, the department head shall submit to the Legislature a written statement of his information concerning the specific nature of the grievance and the facts relating to it.
- B. The Legislature, or its designee, may, and at the request of the employee shall, hold an informal hearing at the first scheduled Rule Committee meeting of the month following the receipt of the written request and statement from the employee. The employee, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.
- C. Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there be no hearing, the Legislature, or its designee, shall make its decision in writing and communicate the same to the employee presenting the grievance, and to the employee's representative, if any.

SECTION 5. ARBITRATION PROCEDURE

- A.** In the event that a grievance is unresolved after being processed through all the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the second stage procedures are complete, or thirty (30) calendar days after the time limits required in the grievance procedure have run, CSEA, Inc. may submit the grievance to arbitration by requesting a panel of arbitrators (see ADDENDUM VI attached to this agreement) jointly selected by the Union and the County. The list of names and process of selection is to be worked out between the County Attorney or his/her designee and the CSEA Labor Relations Specialist.
- B.** The arbitrator shall have no power to subtract from or modify any of the provisions in this Agreement.
- C.** No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
- D.** All awards of back pay shall be limited to the amount of wages employee(s) would have earned from his employment with the County, less any other compensation for personal services that the employee has received from any source during said period.
- E.** The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator including taking and transcribing of the record or testimony and decision, and the costs of the hearing room, if any, all shall be shared equally by the County and CSEA, Inc. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other parties' share of the divided costs nor the expenses of witnesses or participants called by the other.

SECTION 6. WAIVER OR EXTENSION OF TIME: TIME FOR DISCUSSION AND HEARINGS

- A.** The time limitations for presentation and resolution of grievance as hereinabove fixed may be waived or extended by mutual agreement of the parties involved.
- B.** All discussions and hearings between an employee, his department head, proper committee and grievance board, shall, so far as practicable, be conducted during regular working hours.

SECTION 7.

Variances from these rules may be authorized after recommendations of the County Administration Committee and the President of the Steuben County Unit of CSEA, Inc., and action by the Steuben County Legislature.

ARTICLE XXI
2005-2008 SALARY SETTLEMENT

SECTION 1.

Addendum II, attached hereto and made a part hereof, fully contains the "County Job Classifications by Salary Grade" updated by additions and revisions as of the signing of this Agreement by contract negotiations and resolution of the Legislature, Addendum III, attached hereto and made a part HEREOF, FULLY CONTAINS THE "SALARY GRIDS" FOR THE CONTRACT YEARS 2005-2008.

- A. December 2005 – \$1000 bonus to all full time employees on the payroll as of the date this agreement is signed. Bonus will be paid in two paychecks in December 2005. \$1000 will be added to base prior to calculating the percent increase for 2006.
- B. January 1, 2006 –Three (3.0%) percent increase on the December 2005 base for all grades and spread across the salary grid with four (4.0%) percent increments across the board.
- C. January 1, 2007 – Three and one-half (3.5%) percent increase on the January 1, 2006 base for all grades and spread across the salary grid with four (4.0%) percent increments across the board.
- D. January 1, 2008 – Three and one-half (3.5%) percent increase on the January 1, 2007 base for all grades and spread across the salary grid with four (4.0%) percent increments across the board.
- E. The above increases (A, B and C) shall be rounded to the nearest dollar.
- F. Effective January 1, 1994, January raises and increments are to be inclusive of the January 1st pay period when the contract does not require retroactive pay. (Any December days to include rate change.)
- G. Employees will be hired at the appropriate start rate for his or her salary grade and will remain at such start rate for a period of one (1) year. Said employees will move to the base rate of the appropriate salary grade after one (1) year of service. THERE SHALL BE NO OTHER CHANGES WITH REGARD TO THE NUMBER OF STEPS OR GRADES.
- H. Hiring of employees above Start - Current economic conditions make it difficult to recruit certain titles. The County may hire such individuals at greater than Start salary depending on experience subject to the following limitations:
 - 1 to 3 years at Base
 - 3 to 6 years at Step 1
- I. Effective with the signing of the 1996-1997 Contract the \$1,000 Nurses Bonus given annually will be eliminated for new employees.

- J. Employees of the Public Works Department serving in the titles of Motor Equipment Operator, Heavy Motor Equipment Operator and any other employee appropriately licensed and certified for One-Person Plowing will receive \$500 applied to the annual base salary of the employees who are assigned to do snowplowing on a regular basis. Employees, who fill in on an as needed basis, receive a one-time bonus as listed below. In instances where an individual who doesn't plow on a regular basis is called out ten or more times during the season and:

<u>Responds to:</u>	<u>Receives:</u>
75% of calls	\$200
85% of calls	\$250
95% of calls	\$300

- K. If an employee is receiving the start rate, leaves the position, and is subsequently reinstated within one year into the same position and in the same department, then the date of hire shall be adjusted by the number of days employee was out of the position. (i.e. The number of days employee was off will be added to the original start date for the computation of receiving base pay.)
- L. Nursing Assistants hired after January 1, 2006 will be paid at Grade 5 in the main salary schedule. After serving 10 years with the County, these Nursing Assistants will be moved to Grade A, Step 5.

SECTION 2. INCREMENTS

- A. It is agreed that increments are to be on an annual basis. An employee shall become eligible for his first increment on the first day of January or first day of July of each year after he has completed six (6) months satisfactory service in the base of grade and thereafter annually on the anniversary date of his first increment. This increment provision shall not apply to trainees with a training period of one (1) year or less, temporary employees or provisional employees, however, the following exception as to provisional employees is hereby agreed to:
1. Increment to Provisional Employees.
Agreed on one (1) increment for provisional employees after one (1) year of satisfactory service when approved and applied for by the appointing officer, providing however that such employee has not been afforded the opportunity for examination under Civil Service regulations during said one (1) year period, or in the event during said year the final results of the Civil Service examination is not officially received or available. In case such employee shall fail his or her first examination, then and in such event he or she would remain in such increment step until having successfully taken and passed the required Civil Service examination.

For the purpose of implementation in this agreement as to increments, employees having been employed by the County on or before June 30th, shall have an increment anniversary date and shall be placed in the appropriate increment level of the salary plan on the first day of January, and employees beginning employment on or after the first day of July, shall have as an increment anniversary date the first day of July and shall be implemented into the plan on July 1st at the increment level such employee would be entitled to on July 1st.

- B. Whenever the salary schedule for the County Officers and employees provides a minimum annual salary and a maximum, any annual increment shall be paid by the County Treasurer after records are checked, to a county officer, but only to an employee after the

employing officer or department head shall have certified to the Personnel Officer of the County Personnel Department that the employee has given the years of service and has demonstrated adaptability and proficiency in the work warranting the increment payment. The Personnel Officer shall refer the same to the Chairman of the Administration Committee for approval. No certification shall be disapproved by the Committee without the opportunity of the employee to appear and be heard.

- C. The policy pertaining to increments of officers and employees who have been separated from the service for other than disciplinary reasons and subsequently reemployed within one (1) year after such separation shall be that in the discretion of the County Administration Committee such employee may be reemployed at the increment bracket such employee was in at the date of such separation from service. In the case of more than one (1) year separation from employment of any employee reemployed, such employee must commence at the beginning increment bracket pertaining to such position, unless otherwise approved by the Legislature.
- D. Every employee included in the "CSEA" Bargaining Unit whose job classification or title may have been raised resulting in a promotion as determined by the County Personnel Department during the term of this contract, shall be placed on an appropriate increment step in the graded salary plan in effect at such time, which step would accommodate at least the salary such employee would have received in his or her former title had they not been promoted to the new classification or title.
- E. In the competitive class positions which may or might be reduced in title and classification resulting in a lower grade in the salary plan in effect during the term of this contract, such employee shall remain in the same title and classification of the original position until such time that they can be transferred to a position of the proper title of the original position and be paid the appropriate salary for their permanent title and classification.
- F. Employees who are on unpaid leave in excess of four (4) months will affect their next increment. Please refer to page 20, Article XIX – Unpaid Leaves of Absence. Section 3

SECTION 3. LONGEVITY INCREMENTS

- A. No time shall be credited for the hereinbefore stated longevity increments for seasonal, or part-time employment, nor for temporary or provisional employment unless such is continuous and results in permanent status.
- B. The employing officer or Department Head in which the officer or employee is working shall certify to the County Treasurer and Personnel Officer of the County Personnel Department in writing the date of the employee becoming entitled to the above longevity increments. Such officer or employee in order to qualify for such longevity increments must be certified by the County Personnel Department to have been listed on the Steuben County payrolls certified by the County Civil Service Commission and the pay checks of such officers or employees to have been actually issued and paid by the Steuben County Treasurer to such officer or employee during such periods of longevity.
- C. Such longevity increments for County Officers and employees shall not be retroactive for any year that has passed for which any officer or employee has failed to apply for such longevity increments, it being the intent of the Legislature that any officer and employee who is entitled to such longevity increments shall make timely application in the year he becomes entitled to the same.

D. Exceptions in regard to the granting of the aforementioned longevity increments may be made concerning special circumstances, only upon the recommendation of the Administration Committee and the adoption of an authorizing resolution by the Legislature.

E. Earned longevity increments shall be as follows:

\$300.00 after 10 years continuous service.

An additional \$400 after 15 years continuous service.

An additional \$500 after 20 years continuous service.

An additional \$500 after 25 years continuous service.

SECTION 4. SHIFT DIFFERENTIAL

All employees whose majority of their regularly scheduled shift falls after 4:30 P.M. and before 8:00 A.M. shall be paid an additional thirty-five cents (\$.35) per hour for work performed on their regularly scheduled shift. (Effective at beginning of pay period following signing of the 2001-2004 agreement.)

ARTICLE XXII HEALTH INSURANCE

SECTION 1.

A. The County agrees to continue during 2005-2008 the existing *Blue Cross-Blue Shield Hospital and Medical Care coverage including all riders now in force as were provided during 1992.

B. During the life of this agreement the County shall, unless mutually agreed in writing, continue to provide this same coverage.

C. Effective January 1, 2006 health insurance contributions shall be as follows:

Year	Hired <u>before</u> 01/01/98	Hired <u>after</u> 01/01/98
2006	5% co-pay	15% co-pay
2007	6% co-pay	15% co-pay
2008	7% co-pay	15% co-pay

D. Effective with the signing of this contract, smoking shall be banned in ALL County Buildings.

E. The County and the Steuben County Civil Service Employees' Association agree to jointly evaluate, explore and consider alternatives to the current hospitalization plan, a flexible benefits program and an Employee Assistance Program. Any changes must be agreed to by both sides.

F. Existing Blue Cross-Blue Shield insurance coverage is defined by the Blue PPO Option H Plan. PPO is a Preferred Provider Organization.

- G. Effective January 1, 2006, the Drug Co-pay shall be modified to three-tier drug plan: \$5.00 for generic brands or Tier 1, \$10.00 for more widely used Brand Name Drugs or Tier 2, and \$25.00 for newer Brand Name Drugs or Tier 3. Effective January 1, 2008, the drug co-pay shall be modified to \$5.00 for generic brands and \$15.00 for more widely used Brand Name Drugs, and \$30.00 for newer Brand Name Drugs.
- H. The employer shall participate in, and pay the full premium cost for, the CSEA Employee Benefit Fund for the purpose of providing the Fund's Optical Insurance Benefits for all employees not represented by any other bargaining unit. Effective January 1, 1995, the CSEA-EBF Optical Plan shall be that plan known as "Platinum-12".
- I. The Employer shall participate in, and pay the full premium cost for the CSEA Employee Benefit Fund for the purpose of providing the Fund's Dental Insurance Benefits for all employees not represented by any other bargaining unit.
- J. The County shall have the right, with the Union's prior approval, to change Optical and Dental Carriers, should equal or better benefits be available at the same or reduced cost.

SECTION 2.

That Medicare, Part B. (Medical Insurance) payments shall be reimbursed in full to any Steuben County employee now working under this coverage.

SECTION 3.

The rules and regulations for Blue Cross-Blue Shield County Employees Group and Retired Employees Medicare Extended Group are as follows:

A. County Employees Group

- 1. **Membership** - All salaried employees and officers of the County of Steuben including members of the Legislature, hourly part-time help employed on a permanent basis and working at least twenty (20) hours per week.
- 2. **Payment of Premiums** - The County shall contribute monthly toward the premium with the employee or officer paying the remainder. The employee's share of the premium will be deducted from their paychecks. In the event that the employee is leaving the service of the County for any reason, his premium for the succeeding month may be deducted from his last check. If an employee is on temporary disability due to workers compensation not to exceed six (6) months and is not drawing a paycheck, he may pay his share of the premium to the County Treasurer on or before the fifteenth (15th) of the month preceding the date of the billing. In the event both a husband and wife shall participate in the family coverage the County Treasurer shall contribute monthly twice the County contribution as long as both are employees or officers of the County.
- 3. In the event any employee or officer shall hold more than one job or office on County employment, such employee or officer shall not be entitled to more than a single County contribution per month.

4. The rule of procedure in regard to educational leave of absence without pay shall be that the employee who wishes to continue under the County Group Health Insurance Plan shall be obligated to pay the premium as has been the standard procedure for other employees on leaves of absence without pay for other authorized reasons.
5. Coverage - Membership in the group will be on the acceptance of the full coverage available only by exception by Blue Cross-Blue Shield rulings.

B. Retired Employees - Medicare Extended Groups

1. Membership - Any employee or officer who has been a member of the County's groups while in the employ of the County of Steuben who retires from service shall be entitled to membership. Also, Legislators who have been members of the County group while serving as a Legislator.

Dependents of the above-mentioned employees, officers or Legislators when either are over sixty-five (65) or when they survive the employee, officer or Legislator.

2. Payment of Premiums - For those employees who retire with fifteen (15) or more years of service after January 1, 1998, the employer will pay 25% per month of premiums. For those employees who retire with twenty-five (25) or more years of service, after January 1, 1998, the employer will pay 50% per month of premium. Retirees, additionally, may opt to participate in the CSEA EBF Dental and Optical Plans with the same co-pay provisions as mentioned above. The remaining amount of the premium for health insurance and CSEA EBF plans will be the responsibility of the retired employee. If any payment is due, subsequent to the utilization of ARTICLE XXVI, SECTION 2. contained in this Agreement, then such amounts will be payable to the Steuben County Treasurer on or before the fifteenth (15th) of the month preceding the billing date.
3. Coverage - Coverage in this group will follow the same line as when in the employment of the County. If the employee had a single coverage while working, that is all he or she may have in this group. Membership in these groups will accept the full coverage available at the discretion of Blue Cross-Blue Shield.

ARTICLE XXIII
LIFE INSURANCE

SECTION 1. In the event that County officers and Employees qualify and duly establish a Group Life Insurance Plan for County Officers and Employees, then and in such event it is hereby provided that the County Treasurer or other paying officer for the County, shall deduct from the wages of County Officers and Employees and remit to the proper insurance carrier or organization the regular premiums for those officers and employees who sign authorizations permitting such payroll deductions.

ARTICLE XXIV
PHYSICAL EXAMINATIONS

SECTION 1. When the County and/or the State requires a physical examination the County shall designate the doctor for the physical and pay all costs for said physical. If an employee elects to choose a different physician for a required County or State physical the County will reimburse the individual for the full cost of the physical upon the presentation of the doctor's report and payment receipt of the individual's required examination. Such physical examinations, whenever possible, will be accomplished during normal working hours.

ARTICLE XXV
RETIREMENT

SECTION 1. Effective January 1, 1989, the County agrees to provide the non-contributory retirement plan, as contained in Section 75i of the Retirement and Social Security Law of the State of New York, known as the Twenty (20) Year Career Plan, as presently or hereafter amended by Law.

SECTION 2. Employees hired after July 1, 1976, are not eligible for the aforementioned plan. Employees hired after said date shall be eligible for retirement benefits as prescribed by Article 14, of the New York State Retirement and Social Security Law.

SECTION 3. The County agrees to provide for eligible employees the \$20,000.00 ordinary death benefit plan known as "Section 60-B."

SECTION 4. The County agrees that in the event the New York State Legislature authorized the "buy-back" of military service time for retirement credit then the County will take all steps necessary to insure that its employees have the opportunity to avail themselves of such buy-back provision.

ARTICLE XXVI
TERMINATION/SEVERANCE COMPENSATION

SECTION 1. It is agreed to pay 50% of accumulated unused sick leave benefits upon termination or severance from employment after ten (10) years of service. Accumulation of sick leave, for the purpose of this Article, is not to exceed one hundred eighty (180) days. Any employee terminated for cause shall forfeit his or her sick leave severance pay.

SECTION 2. The employee may elect to apply all or any part of such compensation towards the cost of health insurance coverage as defined in Article XXI, Section 3, Paragraph B, Sections 1, 2, and 3.

ARTICLE XXVII
WORKERS' COMPENSATION

SECTION 1. Employees injured and coming within the provisions of the Workers' Compensation Law shall be entitled to compensation under the law and no charge shall be made against employee's accumulated sick leave for such time as he may be drawing compensation. The employing officer or department head shall file with the Personnel Department of the County and with the Administrator of the County Self-Insurance Plan, in cases of injuries coming under the Workers' Compensation Law, a certificate of such absence together with the reason therefore. All employees while under Workers' Compensation benefits may elect to take sick leave for the first seven (7) days of their injury in lieu of any compensation benefits due them. Any benefits from Workers' Compensation covering the first (7) days will revert to the proper budgetary item of the Department. Sick leave credits, equal to money value (computed to the nearest half day) of the above credits, which are reimbursed by the County Self-Insurance Plan to the Department, shall be restored to the employee's credit.

SECTION 2. Effective January 1, 1981 the County shall provide an automotive liability insurance protection plan for the total of \$500,000 liability protection for any employee who uses his/her automobile while on the job and who is conducting official County business. Said employee must first provide coverage at their own expense for the initial \$100,000 automotive liability insurance protection plan on their automobile to be eligible for coverage under the County's automotive liability insurance.

ARTICLE XXVIII
RULES FOR PERSONAL EXPENSES FOR COUNTY EMPLOYEES

SECTION 1. TRAVEL

- A. Headquarters of all employees shall be designated as the administrative office of the department in which such employee is employed. In some cases field offices of certain departments may be designated for the convenience of the County as the Headquarters for an employee. Such designation shall be made in writing by the Department Head and shall be filed in the office of the County Treasurer and the Clerk of the Legislature.
 - 1. At least one week's (five (5) working days) notice will be given for any permanent assignment to another work location or office.
 - 2. Public Works District Supervisors and Motor Equipment Operator Supervisors who are hired after the signing of the contract shall live in the district that they are assigned to.
- B. In the event that an employee travels directly from home to a field assignment, he shall be reimbursed for the mileage from his home or from assigned headquarters, whichever is the less.
 - 1. In the event that an employee gets called out for an emergency and is already home, he/she shall be reimbursed for the mileage from his/her home or the County Line, whichever is less. This provision shall only apply to Department of Social Services and Public Health Nursing Services.
- C. Travel between home and department headquarters shall be considered reimbursable only when the County business is conducted enroute, and then only for the amount of those miles driven in excess of the miles necessary for the employee to reach department headquarters. Travel between home and headquarters shall be reimbursed if County business requires extra trips.

- D. Travel shall be reimbursable at the rate of forty cents (\$.40) per mile effective January 1, 2006, for privately owned cars but in no event shall any additional mileage be allowed for more than one person traveling in the same car. If there is a county vehicle available and the employee chooses to drive their own vehicle, it will be deemed for personal reasons and the mileage will not be reimbursed. (PHNS refer to MOA).
- E. Parking and garage storage expense will be reimbursable only outside Steuben County and must be supported by receipts.
- F. Thruway and other tolls will be reimbursable only upon the presentation of receipts.
- G. No receipts will be required for taxi fares.
- H. Travel by public transportation methods such as railroad, air or bus, shall be supported by ticket stubs, envelopes, or other evidence of the amount, but no tax shall be included.
- I. Every effort shall be made so that more than one employee can ride in the same car when traveling outside the County to the same place.
- J. Not more than one round trip shall be reimbursed on each occasion, in going to and from airports, railroad stations, etc.
- K. Travel within the County by a County employee for the purpose of giving talks or demonstrations before organizations or groups shall not be reimbursable except:
 - 1. If a County Officer designates an employee to appear or talk before a group or organization he may be reimbursed for his travel expense.
 - 2. For the purpose of promoting public safety or for the purpose of recruiting volunteer workers. Example: (Civil Defense workers and similar functions.)
 - 3. When the duties of the employee as set up by Law or Resolution of the Legislature shall require such talks or demonstrations.

SECTION 2. MEALS

- A. Employees will be reimbursed for meals at the rate of seven dollars (\$7.00) for lunch and twelve dollars (\$12.00) for dinner. A proper receipt must be submitted with the reimbursement claim.
- B. The reimbursement allowance for a meal may be increased up to a maximum of \$5.00 for any duly authorized conference or committee meeting within the County. A proper receipt must be submitted with the reimbursement claim.
- C. No meal shall be reimbursable in the community where an employee's headquarters are located, or in the community in which an employee lives except when he or she is attending a committee meeting or conference. The term "employee's headquarters" shall be defined as that community where the County maintains an office in which the employee works the majority of his time on a monthly basis.
- D. No lunch shall be reimbursable unless the employee's travel is such that it is necessary for him to leave his headquarters or community where he lives, prior to 11:00 A.M. and does not return to the same prior to 2:00 P.M. A proper receipt must be submitted with the reimbursement claim.

E. Health Care Facility employees shall be permitted to buy their meals at the Health Care Facility, at any such time they are on duty.

F. In the event of overtime for employees working on an hourly basis that receive payment for the total number of hours worked, they may only be reimbursed for meals on the same basis as in Rule 2-C above. It is the intent that Rule 2-F shall be applied only when the Department Head feels unusual circumstances warrant the same, except that an employee of the Public Works Department may be reimbursed for a meal taken while engaged in snow removal or ice control work for each eight (8) hours and for an additional major fraction thereof within the twenty-four (24) hour period with the approval of the Commissioner of Public Works and within the maximum established pursuant to Section 2, Subdivision A, of these Rules.

SECTION 3. LODGING

All claims for lodging shall be supported by receipts showing amount, date, location and the name of the hotel or motel. In case of double occupancy, receipts should show the charges for the person claiming the reimbursement or it shall be divided evenly between occupants of the room.

SECTION 4. TIPS AND GRATUITIES

No claim shall be made or allowed for any tip or gratuities EXCEPT in those cases when a service charge is added to the bill submitted by a hotel or restaurant in which case reimbursement may be claimed if included in the receipt furnished to support the lodging or restaurant charge.

SECTION 5. UNIFORMS

- A. The County agrees to furnish any uniforms, or special equipment, which has been determined by the Legislature to be required, to be worn as used by an employee in his job. The design and purchase of such uniforms and equipment shall be specified by the County. Employees will maintain uniforms and other apparel including the cleaning and laundering of same. Employees shall also provide normal maintenance of other personal equipment supplied by the County and used by the employee in his job.
- B. Worn out or damaged uniforms or equipment must be returned to the County before replacements will be issued.
- C. Upon termination employees shall return all uniforms and equipment supplied by the County, or be liable for the value of such items.
- D. In lieu of the County furnishing uniforms, as above stated, including housekeeping and maintenance personnel at the County Health Care Facility and the Public Health Nursing Services have established rules and regulations whereby employees would be paid an allowance per year to furnish the required uniforms. For example, an allowance of \$225.00 per year to such personnel as required to wear specified uniforms at the County Health Care Facility has been established. The annual payment of \$225.00 to be made on a quarterly basis to such personnel and only after such personnel had completed three (3) months of continuous employment in their position. (Effective Jan. 1, 2002.)
- E. The Sheriff will continue to provide uniforms and clothing to the department employees who are members of this bargaining unit as has been the practice.

The other departments have similar provisions which have been approved by the County Committees involved and the Administration Committee. These provisions may be continued and any changes or additions to any such department procedure shall be approved as above-mentioned. All allowances will only be paid upon presentation of a receipt.

- F. The County will pay an annual \$100.00 shoe reimbursement to Buildings and Grounds Department employees who wear work shoes on the job (not sneakers.) beginning 01/01/02, the work shoe allowance shall be paid once per year.

SECTION 6. TOOL ALLOWANCE

Effective January 1, 2006, a \$600.00 annual tool allowance shall be paid to Automotive Mechanics and Garage Laborers for tools. Said payment will be made to all Automotive Mechanics and Garage Laborers on July 1 of each year provided they were employed by the County as of April 1 of said year and are in employment on July 1 of said year. All allowances will only be paid upon presentation of a proper receipt. Employees covered by this section will provide an inventory of current tools to the Risk Manager once per year within 30 days after the signing of this agreement and thereafter by October 1st. Also, notify the Risk Manager of any additional tools with a value greater than \$250 within 30 days of purchase. Failure to file the inventory list by October 1st or timely notification of new tools will forfeit the tool allowance payment and insurance coverage. The Risk Manager may verify the inventory at any time. The County reserves the right to notify an employee that a tool is not necessary.

SECTION 7.

Public Works department personnel with the classification "automotive mechanic" and/or "garage laborer" shall be provided with coveralls.

ARTICLE XXIX CONVENTION AND CONFERENCE ATTENDANCE

SECTION 1. Employees of the County may attend conventions and conferences upon authorization of the officer in charge of the office or department and approval of the Chairman of the Legislature, and no voucher for expenses shall be audited until such authorization has been given or approved.

ARTICLE XXX PART-TIME EMPLOYEES PROVISIONS

SECTION 1. Part-time Employees in general and part-time employees in the County Health Care Facility and other County institutions or departments who work on a Regularly Scheduled Bi-Weekly Work Period of at least forty (40) hours in each pay period:

- A. Such employees who have been continuously employed on such basis for a period of six (6) months regarding vacation and sick leave, may earn such accumulated benefits at one-half (1/2) of the rate allowed to full-time employees. The paragraphs pertaining to employees hired on and after January 1, 1970, shall be adhered to.
- B. Such employees shall not be entitled to personal leave.
- C. Article XIX herein, shall apply in regard to leave of absence.
- D. Increments for longevity - No time shall be credited unless it is continuous and results in a permanent position.
- E. Jury and Court Attendance - Permanent part-time employees working at least 18.75/20.0 hours weekly shall be entitled to his usual salary for the days he serves as juror as outlined in Article XVI. This policy change is effective with the signing of the 1996-1997 Agreement.

- F. The Group Plan includes hourly part-time help employed on a permanent basis and working at least twenty (20) hours per week. It is intended that part-time employees working on a regularly scheduled bi-weekly work period of at least forty (40) hours in each pay period, employees on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week and employees regularly scheduled and working at least twenty (20) hours per week, shall be entitled to such at one-half (1/2) rate and on an equal basis with each other. Therefore, it is hereby determined that all of the three above-mentioned part-time employee categories shall be entitled to participate in the County Employees Group Health Insurance Plan. The County shall pay 50% of the full cost of the Individual policy coverage and pay an amount equal to such 50% individual rate on the family policy coverage for the above-mentioned part-time county employees. The provision for the Usual Customary Reasonable Fee Plan and the Optional Dental Plan shall also apply to part-time employees in the above categories.

SECTION 2. It is intended that part-time employees working on a regularly scheduled bi-weekly work period of at least forty (40) hours in each pay period, employees on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week, employees regularly scheduled and working at least twenty (20) hours per week and/or employees regularly scheduled and working in positions earning them \$2,500.00 or more annually, are covered by the holiday provision under the following conditions:

"If a part-time employee's regular or normal day of work occurs on the same day as one of the legal holidays hereinbefore mentioned, such employee shall be entitled to have the holiday off with pay, if approved by the department head, however, if circumstances do not permit such granting then holiday overtime pay shall be provided in accordance with the portion of such day the employee would have been required to work on a normal workday."

ARTICLE XXXI TEMPORARY/SEASONAL EMPLOYEE PROVISIONS

SECTION 1. When a temporary or seasonal position matures into a yearly one, employee benefits will be picked up retroactive to the date of temporary or seasonal appointment. These benefits shall include and accumulate for such employees who are on a per diem or hourly basis on a regularly scheduled work week of at least four (4) hours per day and five (5) days per week, in accordance with the previous paragraphs pertaining thereto herein, with the following provisions:

- A. Time accumulated for such benefits shall not be prorated upwards from the 20 hour week, however, time shall commence to accumulate at full rate on the date that such employees commence working on the basic work week of 37 1/2 hours.
- B. Personal leave and leave of absence benefits shall not be granted to temporary or seasonal positions.

SECTION 2. IT IS INTENDED THAT SEASONAL AND TEMPORARY EMPLOYEES WORKING ON A REGULARLY SCHEDULED FULL-TIME BASIS IN THE VARIOUS COUNTY DEPARTMENTS SHALL BE ENTITLED TO AND SHALL BE GRANTED TIME OFF WITH PAY FOR ANY OF THE LEGAL HOLIDAYS HEREINBEFORE MENTIONED DURING THE PERIOD OF THEIR SEASONAL OR TEMPORARY EMPLOYMENT. IT IS NOT INTENDED THAT THIS PROVISION APPLY TO PART-TIME SEASONAL OR TEMPORARY EMPLOYEES.

ARTICLE XXXII
LEGISLATIVE ACTION-SECTION 204-a TAYLOR LAW

SECTION 1. IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXXIII
APPLICATION

SECTION 1. The terms of this agreement apply to all county personnel except department heads, elected officials, and county officers as listed in Addendum "I" attached hereto and made a part hereof.

SECTION 2. No legal right of employment presently enjoyed by any Steuben County Employee shall be abrogated by this agreement, except such as are abridged, abrogated or modified by this agreement or by applicable law.

SECTION 3. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXXIV
SAVINGS CLAUSE

SECTION 1. Should any provision of this agreement be declared unlawful by any court of competent jurisdiction, the parties hereto shall honor the remainder of the agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

ARTICLE XXXV
AGREEMENT

The foregoing constitutes the entire agreement between the parties hereto, and no verbal statement or other agreement, except an amendment in writing annexed herein and designated as an amendment to this agreement shall supersede or vary provisions herein.

ARTICLE XXXVI
EFFECTIVE PERIOD

The terms of this Agreement shall be effective from January 1, 2005 to December 31, 2008, both dates inclusive.

IN WITNESS WHEREOF, the parties hereto shall have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereto affixed this ____ day of January, 2006.

Attest:

COUNTY OF STEUBEN

Chairman, Legislature
S/Philip J. Roche, Esq.

Clerk of the Legislature
Witness: S/Christine Kane

Attest:

UNION

Unit President
S/Christopher Ellis

Labor Relations Specialist
S/ Kelly Sue Comfort

ARTICLE XXXV
AGREEMENT

The foregoing constitutes the entire agreement between the parties hereto, and no verbal statement or other agreement, except an amendment in writing annexed herein and designated as an amendment to this agreement shall supersede or vary provisions herein.

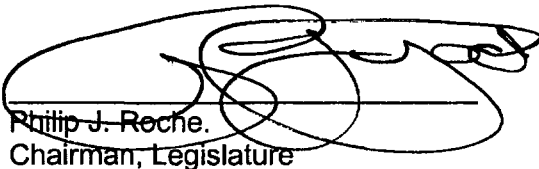
ARTICLE XXXVI
EFFECTIVE PERIOD


The terms of this Agreement shall be effective from January 1, 2005 to December 31, 2008, both dates inclusive.

IN WITNESS WHEREOF, the parties hereto shall have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereto affixed this 5 day of April, 2006.

Attest:

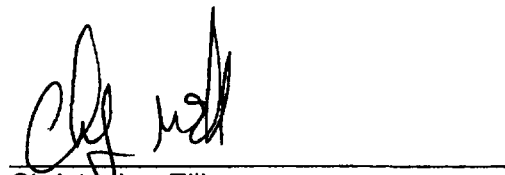
COUNTY OF STEUBEN


Philip J. Roche.
Chairman, Legislature


Christine D. Kane
Witness: Clerk of the Legislature

Attest:

UNION


Christopher Ellis
Unit President


Kelly Sue Comfort
Labor Relations Specialist

ADDENDUM I
DEPARTMENT HEADS, ELECTED OFFICIALS AND COUNTY
OFFICERS NOT INCLUDED IN BARGAINING UNIT

ADMINISTRATIVE OFFICER (SPECIAL CHILDRENS' SERVICES)
ADMINISTRATOR, HEALTH CARE FACILITY
ADMINISTRATOR SELF-INSURANCE PLAN
ASSISTANT DIRECTOR (MENTAL HEALTH)
ASSISTANT DIRECTOR OF SOCIAL SERVICES
ASSISTANT HEALTH CARE FACILITY ADMINISTRATOR
ASSISTANT TO COMMISSIONER OF SOCIAL SERVICES
ASSISTANT COMMISSIONERS OF PUBLIC WORKS
ASSISTANT COUNTY ATTORNEYS
ASSISTANT DISTRICT ATTORNEYS
ASSISTANT JAIL PHYSICIAN
ASSISTANT JAIL SUPERINTENDENT
ASSISTANT PUBLIC DEFENDERS
ASSISTANT TO ELECTION COMMISSIONER
BUDGET OFFICER
CHAIRMAN AND MEMBERS OF THE LEGISLATURE
CHIEF FISCAL OFFICER (MENTAL HEALTH)
CLERK, COUNTY LEGISLATURE
COMMISSIONERS, BOARD OF ELECTIONS
COMMISSIONER OF PUBLIC WORKS
COMMISSIONER OF SOCIAL SERVICES
CONFIDENTIAL SECRETARY TO COUNTY ADMINISTRATOR
CONFIDENTIAL SECRETARY TO COUNTY ATTORNEY
CONFIDENTIAL SECRETARY TO COUNTY TREASURER
CONFIDENTIAL SECRETARY TO DISTRICT ATTORNEY
CONFIDENTIAL SECRETARY TO SOCIAL SERVICES COMMISSIONER
COORDINATOR, ALCOHOL ABUSE PROGRAM
CORRECTION LIEUTENANT
COUNTY ADMINISTRATOR
COUNTY ATTORNEY
COUNTY AUDITOR
COUNTY CLERK
COUNTY HISTORIAN
COUNTY RECORDS MANAGER
COUNTY TREASURER
DEPUTY CLERK, COUNTY LEGISLATURE
DEPUTY COUNTY CLERK
DEPUTY COUNTY TREASURER
DEPUTY COMMISSIONER OF PUBLIC WORKS
DEPUTY COMMISSIONER OF SOCIAL SERVICES
DEPUTY DIRECTOR, EMO
DEPUTY PERSONNEL OFFICER
DIRECTOR, EMERGENCY MANAGEMENT OFFICE
DIRECTOR, OFFICE FOR THE AGING
DIRECTOR OF ADMINISTRATIVE SERVICES (SOCIAL SERVICES)
DIRECTOR OF MENTAL HEALTH SERVICES
DIRECTOR OF REAL PROPERTY TAX SERVICE AGENCY II
DIRECTOR OF DATA PROCESSING
DIRECTOR OF NURSING, HEALTH CARE FACILITY

DIRECTOR OF PATIENT SERVICE (PUBLIC HEALTH NURSING SERVICE)
DIRECTOR OF PURCHASING
DIRECTOR OF SOCIAL SERVICES
DIRECTOR OF VETERANS' SERVICES
DIRECTOR OF WEIGHTS AND MEASURES
DISTRICT ATTORNEY
HOME HEALTH CARE SUPERVISOR
HIGHWAY ENGINEER
JAIL PHYSICIAN
JAIL SUPERINTENDENT
MEDICAL DIRECTOR OF PHYSICALLY HANDICAPPED CHILDREN'S PROGRAM
MEDICAL DIRECTOR, HEALTH CARE FACILITY
NURSE PRACTITIONER
PARALEGAL ASSISTANT
PERSONNEL CLERKS
PERSONNEL OFFICER
PERSONNEL TECHNICIAN
PHYSICIAN (ALCOHOL/SUBSTANCE ABUSE)
PLANNING DIRECTOR
PRINCIPAL TYPIST (COUNTY ATTORNEY)
PROBATION DIRECTOR II
PROFESSIONAL ENGINEER
PUBLIC DEFENDER
RECEPTIONIST (COUNTY ATTORNEY)
RISK MANAGER
SECRETARY (SHERIFF'S DEPT.)
SHERIFF
SENIOR ASSISTANT COUNTY ATTORNEY
SENIOR ASSISTANT PUBLIC DEFENDER
SENIOR CLERKS (BOARD OF ELECTIONS)
SENIOR PERSONNEL CLERK
SENIOR PERSONNEL TECHNICIAN
SENIOR STENOGRAPHER (COUNTY ADMINISTRATOR'S OFFICE)
SENIOR TYPIST (PERSONNEL OFFICE)
STOP DWI COORDINATOR
SUPERINTENDENT OF BUILDINGS AND GROUNDS
TYPIST (PERSONNEL OFFICE)
UNDERSHERIFF
YOUTH PROGRAMS ADMINISTRATOR

RELATIVE TO ADDENDUM I

Officers and employees, who because of the applicable section of the Taylor Law hereinbefore mentioned concerning their being in a confidential relationship regarding the operation of County Government are listed in Addendum I as being excluded from the "CSEA Bargaining Unit", nevertheless as being under the regulations of the Civil Service Law and those in the classified service with permanent status, shall be governed by the rules, procedures, regulations and appropriate benefit provisions set forth in this agreement, however, it is understood and agreed that such county officers and employees being classified as confidential employees under the Taylor Law are excluded from membership in the "CSEA Bargaining Unit" and listed in Addendum I are, in accordance with the Taylor Law, forbidden from having any connection with, or in any way, taking part in any matter relative to the operation, procedures, negotiations, etc., of the "CSEA Bargaining Unit" at any time.

ADDENDUM II

STEUBEN COUNTY JOB CLASSIFICATION BY SALARY GRADE

GRADE I (Less than 15 Points)

GRADE II (15-16 Points)

GRADE III (17-19 Points)

Community Services Worker

GRADE IV (20-22 Points)

Case Management Aide
Clerk
Food Service Helper
Key Entry Operator
Typist
Utility Worker

GRADE V (23-26 Points)

Account Clerk
Aging Services Aide
Cleaner
Deliveryperson
Group Program Aide
Home Health Aide
Laborer
Landfill Site Entry Attendant
Leisure Time Activities Aide
Mail Clerk
Nursing Assistant
Occupational Therapy Aide
Receptionist
Records Clerk
Stenographer

GRADE VI (27-30 Points)

Account Clerk-Typist
Cook
Custodian
Nursing Assistant (not HCF)
Personal Computer Operator
Purchasing Clerk
Senior Clerk
Senior Home Health Aide
Senior Typist
Veterans Service Assistant

GRADE VII (31-33 Points)

Account Clerk-Stenographer
Communications Clerk
Leisure Time Activities Director
Maintenance Person
Motor Vehicle Clerk
Recording Clerk
Records Retention Clerk
Senior Key Entry Operator
Ward Clerk

GRADE VIII (34-37 Points)

Computer Operator Trainee
Garage Laborer
Head Custodian
Help Desk Technical Assistant
Inventory Aide
Junior Engineering Aide
Motor Equipment Operator
Principal Clerk
Resource Assistant
Retired Senior Volunteer Program Assistant
Senior Account Clerk
Senior Stenographer
Social Welfare Examiner
Supervisor of Housekeeping
Support Cashier-Typist
Tax Clerk
Work-Relief On-Site Supervisor

GRADE IX (38-42 Points)

Aging Services Assistant
Assessment Data Clerk
Assistant to Health Care Facility Administrator
Building Maintenance Mechanic
Computer Operator
Desk Clerk
Engineering Aide
Fire Service Aide
Junior Bridge Worker
Licensed Practical Nurse (Not HCF)
Principal Key Entry Operator
Probation Assistant
Senior Motor Vehicle Clerk

GRADE X (43-47 Points)

Assistant Tax Map Technician
Assistant to the Deputy Commissioner (Social Services)
Automotive Mechanic
CAD Specialist
Carpenter
Head Building Maintenance Mechanic
Heavy Motor Equipment Operator
Help Desk Supervisor
Medical Records Clerk-Typist
Personal Computer Coordinator
Principal Account Clerk
Purchasing Specialist
Secretary
Senior Account Clerk-Typist
Senior Computer Operator
Senior Social Welfare Examiner
Senior Tax Clerk
Stock Clerk
Supervising Support Cashier
Transfer Station Operator

GRADE XI (48-52 Points)

Administrative Officer - Emergency Management Office
Alcohol & Substance Abuse Counselor Trainee
Bridge Worker
Deputy Superintendent of Buildings and Grounds
Desertion/Support Investigator
Fraud Investigator
Investigator in the Office of the District Attorney
Occupational Therapy Assistant
Office Manager
Paralegal Assistant
Parks Supervisor
Physical Therapy Assistant
Supervising Clerk
Title Searcher

GRADE XII (53-57 Points)

Assessment Data Supervisor
Assistant Sealer of Weights and Measures
Bridge Project/Quality Control Tech.
Building Supervisor
Caseworker
Communications Technician
Motor Equipment Operator Supervisor
Probation Officer Trainee
Radio Technician
Recreation Therapist
Registered Professional Nurse (not HCF)
Senior Bridge Worker
Senior Support Investigator
Social Work Assistant
Supervising Motor Vehicle Clerk
Tax Map Technician

GRADE XIII (58-62 Points)

Alcohol & Substance Abuse Counselor
Bridge Worker Supervisor
Computer Operations Supervisor
Computer Programmer
GIS Technician
Landfill Recycling Manager
Machinery Shop Supervisor
Probation Officer
Public Health Nurse
Senior Social Work Assistant
Special Children's Services Service Coordinator

GRADE XIV (63-68 Points)

Accountant
Assistant Director of Real Property Tax Service Agency II
Assistant Home Health Care Supervisor
Assistant Landfill Supervisor
Coordinator, Retired Senior Volunteer Program
GIS Technician
Health Care Fiscal Specialist
Principal Social Work Assistant
Public Health Coordinator
Public Health Education Coordinator
Public Health Emergency Coordinator
Senior Alcohol & Substance Abuse Counselor
Senior Caseworker
Senior Engineering Aide
Senior Prosecutors Assistant
Specialist, Services for the Aging
Waste Water Treatment Plant Operator

GRADE XV (69-74 Points)

Assistant Supervising Public Health Nurse
Computer Systems Analyst
District Supervisor
GIS Coordinator
Highway Construction/Quality Control Technician
Planner
Right-of-Way Agent
Senior Probation Officer
Staff Social Worker

GRADE XVI (75-79 Points)

Accounting Supervisor, Grade B
Associate Engineer
Case Supervisor, Grade B
Chief Waste Water Treatment Plant Operator
Coordinator, Child Support Enforcement Unit
Director of Staff Development and Training
Landfill Supervisor
Personal Computer Systems Programmer
Principal Social Welfare Examiner
Probation Supervisor
Psychology Interne

GRADE XVI (75-79 Points) - Contd.

Senior Programmer
Senior Systems Analyst
Staff Development Coordinator
Systems Program Coordinator
Systems Programmer
Work Program Coordinator

GRADE XVII (80-85 Points)

Assistant Director of Data Processing
Deputy Probation Director II
Occupational Therapist
Physician's Assistant
Senior Planner
Senior Public Health Social Worker (PT)
Senior Social Worker
Supervising Public Health Nurse

GRADE XVIII (86-91 Points)

BILT Coordinator
Community Mental Health Nurse
Mental Health Program Coordinator
Physical Therapist
((Psychiatric Nurse))
Senior Engineer
Assistant Psychologist

GRADE XIX (92-99 Points)

Staff Psychologist

(()) NOTED BECAUSE OF SCARCITY OF RECRUITMENT.

ADDENDUM III DECEMBER, 2005
4% Increment Rounded to the Nearest Dollar

<u>GRADE</u>	<u>4% INCREMENT</u>	<u>START</u>	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$893	\$19,116	\$22,313	\$23,166	\$24,019	\$24,872	\$25,725	\$26,578
3	\$926	\$19,825	\$23,147	\$24,033	\$24,919	\$25,805	\$26,691	\$27,577
4	\$963	\$20,611	\$24,072	\$24,995	\$25,918	\$26,841	\$27,764	\$28,687
5	\$1,000	\$21,392	\$24,991	\$25,951	\$26,911	\$27,871	\$28,831	\$29,791
6	\$1,042	\$22,294	\$26,052	\$27,054	\$28,056	\$29,058	\$30,060	\$31,062
7	\$1,086	\$23,229	\$27,152	\$28,198	\$29,244	\$30,290	\$31,336	\$32,382
8	\$1,132	\$24,215	\$28,312	\$29,404	\$30,496	\$31,588	\$32,680	\$33,772
9	\$1,181	\$25,240	\$29,518	\$30,659	\$31,800	\$32,941	\$34,082	\$35,223
10	\$1,237	\$26,427	\$30,914	\$32,111	\$33,308	\$34,505	\$35,702	\$36,899
11	\$1,293	\$27,617	\$32,314	\$33,567	\$34,820	\$36,073	\$37,326	\$38,579
12	\$1,356	\$28,973	\$33,910	\$35,226	\$36,542	\$37,858	\$39,174	\$40,490
13	\$1,420	\$30,332	\$35,508	\$36,888	\$38,268	\$39,648	\$41,028	\$42,408
14	\$1,460	\$31,184	\$36,511	\$37,931	\$39,351	\$40,771	\$42,191	\$43,611
15	\$1,532	\$32,715	\$38,312	\$39,804	\$41,296	\$42,788	\$44,280	\$45,772
16	\$1,628	\$34,748	\$40,704	\$42,292	\$43,880	\$45,468	\$47,056	\$48,644
17	\$1,788	\$38,143	\$44,698	\$46,446	\$48,194	\$49,942	\$51,690	\$53,438
18	\$2,108	\$45,789	\$53,693	\$55,801	\$57,909	\$60,017	\$62,125	\$64,233
19	\$2,508	\$53,440	\$62,694	\$65,162	\$67,630	\$70,098	\$72,566	\$75,034

ADDENDUM III JANUARY 1. 2006
4% Increment Rounded to the Nearest Dollar

<u>GRADE</u>	<u>4% INCREMENT</u>	<u>START</u>	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$919	\$19,535	\$22,982	\$23,901	\$24,820	\$25,739	\$26,658	\$27,577
3	\$954	\$20,265	\$23,841	\$24,795	\$25,749	\$26,703	\$27,657	\$28,611
4	\$992	\$21,075	\$24,794	\$25,786	\$26,778	\$27,770	\$28,762	\$29,754
5	\$1,030	\$21,880	\$25,741	\$26,771	\$27,801	\$28,831	\$29,861	\$30,891
6	\$1,073	\$22,809	\$26,834	\$27,907	\$28,980	\$30,053	\$31,126	\$32,199
7	\$1,119	\$23,772	\$27,967	\$29,086	\$30,205	\$31,324	\$32,443	\$33,562
8	\$1,166	\$24,787	\$29,161	\$30,327	\$31,493	\$32,659	\$33,825	\$34,991
9	\$1,216	\$25,843	\$30,404	\$31,620	\$32,836	\$34,052	\$35,268	\$36,484
10	\$1,274	\$27,065	\$31,841	\$33,115	\$34,389	\$35,663	\$36,937	\$38,211
11	\$1,331	\$28,291	\$33,283	\$34,614	\$35,945	\$37,276	\$38,607	\$39,938
12	\$1,397	\$29,688	\$34,927	\$36,324	\$37,721	\$39,118	\$40,515	\$41,912
13	\$1,463	\$31,087	\$36,573	\$38,036	\$39,499	\$40,962	\$42,425	\$43,888
14	\$1,504	\$31,965	\$37,606	\$39,110	\$40,614	\$42,118	\$43,622	\$45,126
15	\$1,578	\$33,542	\$39,461	\$41,039	\$42,617	\$44,195	\$45,773	\$47,351
16	\$1,677	\$35,636	\$41,925	\$43,602	\$45,279	\$46,956	\$48,633	\$50,310
17	\$1,842	\$39,133	\$46,039	\$47,881	\$49,723	\$51,565	\$53,407	\$55,249
18	\$2,212	\$47,008	\$55,304	\$57,516	\$59,728	\$61,940	\$64,152	\$66,364
19	\$2,583	\$54,889	\$64,575	\$67,158	\$69,741	\$72,324	\$74,907	\$77,490

ADDENDUM III JANUARY 1, 2007
4% Increment Rounded to the Nearest Dollar

<u>GRADE</u>	<u>4% INCREMENT</u>	<u>START</u>	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$951	\$20,218	\$23,786	\$24,737	\$25,688	\$26,639	\$27,590	\$28,541
3	\$987	\$20,974	\$24,675	\$25,662	\$26,649	\$27,636	\$28,623	\$29,610
4	\$1,026	\$21,813	\$25,662	\$26,688	\$27,714	\$28,740	\$29,766	\$30,792
5	\$1,066	\$22,646	\$26,642	\$27,708	\$28,774	\$29,840	\$30,906	\$31,972
6	\$1,111	\$23,607	\$27,773	\$28,884	\$29,995	\$31,106	\$32,217	\$33,328
7	\$1,158	\$24,604	\$28,946	\$30,104	\$31,262	\$32,420	\$33,578	\$34,736
8	\$1,207	\$25,655	\$30,182	\$31,389	\$32,596	\$33,803	\$35,010	\$36,217
9	\$1,259	\$26,748	\$31,468	\$32,727	\$33,986	\$35,245	\$36,504	\$37,763
10	\$1,318	\$28,012	\$32,955	\$34,273	\$35,591	\$36,909	\$38,227	\$39,545
11	\$1,378	\$29,281	\$34,448	\$35,826	\$37,204	\$38,582	\$39,960	\$41,338
12	\$1,446	\$30,727	\$36,149	\$37,595	\$39,041	\$40,487	\$41,933	\$43,379
13	\$1,514	\$32,175	\$37,853	\$39,367	\$40,881	\$42,395	\$43,909	\$45,423
14	\$1,557	\$33,084	\$38,922	\$40,479	\$42,036	\$43,593	\$45,150	\$46,707
15	\$1,634	\$34,716	\$40,842	\$42,476	\$44,110	\$45,744	\$47,378	\$49,012
16	\$1,736	\$36,883	\$43,392	\$45,128	\$46,864	\$48,600	\$50,336	\$52,072
17	\$1,906	\$40,502	\$47,650	\$49,556	\$51,462	\$53,368	\$55,274	\$57,180
18	\$2,290	\$48,654	\$57,240	\$59,530	\$61,820	\$64,110	\$66,400	\$68,690
19	\$2,673	\$56,810	\$66,835	\$69,508	\$72,181	\$74,854	\$77,527	\$80,200

ADDENDUM III JANUARY 1, 2008
4% Increment Rounded to the Nearest Dollar

<u>GRADE</u>	<u>4% INCREMENT</u>	<u>START</u>	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$985	\$20,926	\$24,619	\$25,604	\$26,589	\$27,574	\$28,559	\$29,544
3	\$1,022	\$21,708	\$25,539	\$26,561	\$27,583	\$28,605	\$29,627	\$30,649
4	\$1,062	\$22,576	\$26,560	\$27,622	\$28,684	\$29,746	\$30,808	\$31,870
5	\$1,103	\$23,438	\$27,574	\$28,677	\$29,780	\$30,883	\$31,986	\$33,089
6	\$1,150	\$24,433	\$28,745	\$29,895	\$31,045	\$32,195	\$33,345	\$34,495
7	\$1,198	\$25,465	\$29,959	\$31,157	\$32,355	\$33,553	\$34,751	\$35,949
8	\$1,250	\$26,552	\$31,238	\$32,488	\$33,738	\$34,988	\$36,238	\$37,488
9	\$1,303	\$27,684	\$32,569	\$33,872	\$35,175	\$36,478	\$37,781	\$39,084
10	\$1,364	\$28,992	\$34,108	\$35,472	\$36,836	\$38,200	\$39,564	\$40,928
11	\$1,426	\$30,306	\$35,654	\$37,080	\$38,506	\$39,932	\$41,358	\$42,784
12	\$1,497	\$31,802	\$37,414	\$38,911	\$40,408	\$41,905	\$43,402	\$44,899
13	\$1,567	\$33,301	\$39,178	\$40,745	\$42,312	\$43,879	\$45,446	\$47,013
14	\$1,611	\$34,241	\$40,284	\$41,895	\$43,506	\$45,117	\$46,728	\$48,339
15	\$1,691	\$35,930	\$42,271	\$43,962	\$45,653	\$47,344	\$49,035	\$50,726
16	\$1,796	\$38,174	\$44,911	\$46,707	\$48,503	\$50,299	\$52,095	\$53,891
17	\$1,973	\$41,920	\$49,318	\$51,291	\$53,264	\$55,237	\$57,210	\$59,183
18	\$2,370	\$50,357	\$59,243	\$61,613	\$63,983	\$66,353	\$68,723	\$71,093
19	\$2,767	\$58,798	\$69,174	\$71,941	\$74,708	\$77,475	\$80,242	\$83,009

ADDENDUM IV

STEUBEN COUNTY HEALTH CARE FACILITY Nursing Staff Job Classification by Salary Grade

GRADE A (27-30 points)

Nursing Assistant (Hired prior to January 1, 2006)

GRADE F (48-52 points)

Licensed Practical Nurse

GRADE J (69-74 points)

Registered Professional Nurse

GRADE K (75-79 points)

Head Nurse

Health Care Facility Care Plan Coordinator

Supervising Nurse

GRADE L (80-85 points)

Assistant Director of Nursing

ADDENDUM IV, DECEMBER 2005

HEALTH CARE FACILITY Nursing Staff Salary Schedule

4% Increment Rounded to Nearest Dollar

<u>Grade</u>	<u>4% Increment</u>	<u>Base</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
A	\$1,042	\$26,052	\$27,054	\$28,056	\$29,058	\$30,060	\$31,062
B	\$1,086	\$27,152	\$28,198	\$29,244	\$30,290	\$31,336	\$32,382
C	\$1,132	\$28,312	\$29,404	\$30,496	\$31,588	\$32,680	\$33,772
D	\$1,181	\$29,518	\$30,659	\$31,800	\$32,941	\$34,082	\$35,223
E	\$1,237	\$30,914	\$32,111	\$33,308	\$34,505	\$35,702	\$36,899
F	\$1,293	\$32,314	\$33,567	\$34,820	\$36,073	\$37,326	\$38,579
G	\$1,356	\$33,910	\$35,226	\$36,542	\$37,858	\$39,174	\$40,490
H	\$1,420	\$35,508	\$36,888	\$38,268	\$39,648	\$41,028	\$42,408
I	\$1,460	\$36,511	\$37,931	\$39,351	\$40,771	\$42,191	\$43,611
J	\$1,532	\$38,312	\$39,804	\$41,296	\$42,788	\$44,280	\$45,772
K	\$1,628	\$40,704	\$42,292	\$43,880	\$45,468	\$47,056	\$48,644
L	\$1,788	\$44,698	\$46,446	\$48,194	\$49,942	\$51,690	\$53,438
M	\$2,108	\$52,693	\$55,801	\$57,909	\$60,017	\$62,125	\$64,233
N	\$2,508	\$62,694	\$65,162	\$67,630	\$70,098	\$72,566	\$75,034

The Administrator of the Health Care Facility may hire new employees up to Step 3 with appropriate experience.

ADDENDUM IV JANUARY 1, 2006

HEALTH CARE FACILITY
Nursing Staff Salary Schedule

4% Increment Rounded to Nearest Dollar

<u>Grade</u>	<u>4% Increment</u>	<u>Base</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
A	\$1,073	\$26,834	\$27,907	\$28,980	\$30,053	\$31,126	\$32,199
B	\$1,119	\$27,967	\$29,086	\$30,205	\$31,324	\$32,443	\$33,562
C	\$1,166	\$29,161	\$30,327	\$31,493	\$32,659	\$33,825	\$34,991
D	\$1,216	\$30,404	\$31,620	\$32,836	\$34,052	\$35,268	\$36,484
E	\$1,274	\$31,841	\$33,115	\$34,389	\$35,663	\$36,937	\$38,211
F	\$1,331	\$33,283	\$34,614	\$35,945	\$37,276	\$38,607	\$39,938
G	\$1,397	\$34,927	\$36,324	\$37,721	\$39,118	\$40,515	\$41,912
H	\$1,463	\$36,573	\$38,036	\$39,499	\$40,962	\$42,425	\$43,888
I	\$1,504	\$37,606	\$39,110	\$40,614	\$42,118	\$43,622	\$45,126
J	\$1,578	\$39,461	\$41,039	\$42,617	\$44,195	\$45,773	\$47,351
K	\$1,677	\$41,925	\$43,602	\$45,279	\$46,956	\$48,633	\$50,310
L	\$1,842	\$46,039	\$47,881	\$49,723	\$51,565	\$53,407	\$55,249
M	\$2,212	\$55,304	\$57,516	\$59,728	\$61,940	\$64,152	\$66,364
N	\$2,583	\$64,575	\$67,158	\$69,741	\$72,324	\$74,907	\$77,490

The Administrator of the Health Care Facility may hire new employees up to Step 3 with appropriate experience.

ADDENDUM IV, JANUARY 1, 2007

HEALTH CARE FACILITY
Nursing Staff Salary Schedule

4% Increment Rounded to Nearest Dollar

<u>Grade</u>	<u>4% Increment</u>	<u>Base</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
A	\$1,111	\$27,773	\$28,884	\$29,995	\$31,106	\$32,217	\$33,328
B	\$1,158	\$28,946	\$30,104	\$31,262	\$32,420	\$33,578	\$34,736
C	\$1,207	\$30,182	\$31,389	\$32,596	\$33,803	\$35,010	\$36,217
D	\$1,259	\$31,468	\$32,727	\$33,986	\$35,245	\$36,504	\$37,763
E	\$1,318	\$32,955	\$34,273	\$35,591	\$36,909	\$38,227	\$39,545
F	\$1,378	\$34,448	\$35,826	\$37,204	\$38,582	\$39,960	\$41,338
G	\$1,446	\$36,149	\$37,595	\$39,041	\$40,487	\$41,933	\$43,379
H	\$1,514	\$37,853	\$39,367	\$40,881	\$42,395	\$43,909	\$45,423
I	\$1,557	\$38,922	\$40,479	\$42,036	\$43,593	\$45,150	\$46,707
J	\$1,634	\$40,842	\$42,476	\$44,110	\$45,744	\$47,378	\$49,012
K	\$1,736	\$43,392	\$45,128	\$46,864	\$48,600	\$50,336	\$52,072
L	\$1,906	\$47,650	\$49,556	\$51,462	\$53,368	\$55,274	\$57,180
M	\$2,290	\$57,240	\$59,530	\$61,820	\$64,110	\$66,400	\$68,690
N	\$2,673	\$66,835	\$69,508	\$72,181	\$74,854	\$77,527	\$80,200

ADDENDUM IV, JANUARY 1, 2008

**HEALTH CARE FACILITY
Nursing Staff Salary Schedule**

4% Increment Rounded to Nearest Dollar

<u>Grade</u>	<u>4% Increment</u>	<u>Base</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
A	\$1,150	\$28,745	\$29,895	\$31,045	\$32,195	\$33,345	\$34,495
B	\$1,198	\$29,959	\$31,157	\$32,355	\$33,553	\$34,751	\$35,949
C	\$1,250	\$31,238	\$32,488	\$33,738	\$34,988	\$36,238	\$37,488
D	\$1,303	\$32,569	\$33,872	\$35,175	\$36,478	\$37,781	\$39,084
E	\$1,364	\$34,108	\$35,472	\$36,836	\$38,200	\$39,564	\$40,928
F	\$1,426	\$35,654	\$37,080	\$38,506	\$39,932	\$41,358	\$42,784
G	\$1,497	\$37,414	\$38,911	\$40,408	\$41,905	\$43,402	\$44,899
H	\$1,567	\$39,178	\$40,745	\$42,312	\$43,879	\$45,446	\$47,013
I	\$1,611	\$40,284	\$41,895	\$43,506	\$45,117	\$46,728	\$48,339
J	\$1,691	\$42,271	\$43,962	\$45,653	\$47,344	\$49,035	\$50,726
K	\$1,796	\$44,911	\$46,707	\$48,503	\$50,299	\$52,095	\$53,891
L	\$1,973	\$49,318	\$51,291	\$53,264	\$55,237	\$57,210	\$59,183
M	\$2,370	\$59,243	\$61,613	\$63,983	\$66,353	\$68,723	\$71,093
N	\$2,767	\$69,174	\$71,941	\$74,708	\$77,475	\$80,242	\$83,009

The Administrator of the Health Care Facility may hire new employees up to Step 3 with appropriate experience.

ADDENDUM V

The County of Steuben, hereinafter referred to as the "Employer", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Steuben County Local 851, Steuben County Employees Unit, hereinafter referred to as the "Union" are parties to a collective bargaining agreement for the term January 1, 2001 through December 31, 2004. In accordance with Section 204 of the New York State Public Employees' Fair Employment Act, the parties hereby agree to the following alcohol and drug testing procedure:

ALCOHOL AND DRUG TESTING PROCEDURE

Section 1: - FHWA Regulations

1.1: Compliance with FHWA Regulations: Were applicable, the Employer's Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Highway Administration regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which are over 26,001 pounds or are designed to transport sixteen or more passengers or are used to transport hazardous materials and are subject to commercial drivers license requirements, 49 CFR Part 383.

1.2: Implementation Date of FHWA Regulations: The program and its procedures shall not be implemented until January 1, 1995.

Section 2: - Notice Requirements

2.1 Employer's Policy: The Employer shall promulgate a policy on the misuse of alcohol and use of prohibited drugs and shall provide a copy of the policy and procedures to each covered employee and the Union. The term "prohibited drugs" means marijuana, cocaine, opiates, amphetamines and phencyclidine. At a minimum, the policy shall include detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol or drug test.

2.2 Alcohol & Drug Information: The Employer shall provide required educational material to each covered employee, which explains the requirements of the Federal regulations. At a minimum, the materials shall include detailed information which meet the requirements of 49 CFR Part 382.601(b), Part 654.71(b) and Part 653.25, including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

2.3 Required Tests: The Employer shall provide a required description of alcohol and drug testing requirements to each covered employee which explains the requirements of the Federal regulations as they pertain to pre-employment testing, reasonable suspicion testing, return to duty testing, and follow up testing.

2.4 Requirement for Notice: In accordance with the requirement in the Federal Regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the employee that the alcohol or drug test is required by Federal Regulations.

Section 3: - Testing Procedures

3.1 Tests for alcohol shall, in accordance with Federal Regulations, be conducted by a breath alcohol technician using a National Highway Traffic Safety Administration approved Evidential Breath Testing Device.

3.2 Tests for prohibited drugs, in accordance with Federal Regulations, shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

3.3 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. If the test result of the primary specimen is positive, the employer or the Medical Review Officer shall notify the employee that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

3.4 In accordance with Federal Regulations neither the supervisor of an employee or a person designated to make the determination of reasonable suspicion shall administer alcohol or prohibited drug tests.

3.5 Employees shall be paid for all time pertaining to an alcohol and prohibited drug testing, including travel time to and from the test or collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

3.6 Any employee required to submit to an alcohol and/or prohibited drug test is hereby advised that they can consult with legal counsel or a union representative, as long as legal counsel or a union representative can respond without causing a delay in the testing process. When an employee is notified he/she is required to submit to an alcohol and/or prohibited drug test a reasonable effort will be made to remind the employee that they can consult with legal counsel or a union representative, as long as legal counsel or a union representative can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a union representative.

Section 4: - Call In Procedure

4.1 If an employee is called and directed to report to work, the employee shall be provided the opportunity to acknowledge the use of alcohol or prohibited drugs which causes the inability to perform the employee's safety sensitive function. In such cases the employee will not be required to report to work.

The employer maintains its right to take appropriate action if the employer suspects any employee is using this section to evade their responsibility to respond to emergency call-in.

Section 5: - Referral, Evaluation and Treatment

5.1 Any costs involved in services provided by a Medical Review Officer, which are required by the Federal Regulations, shall be paid by the employer.

Any cost not covered by insurance that is incurred by an employee for their initial treatment by a Substance Abuse Professional due to being referred as a result of a first time positive alcohol and/or prohibited drug test, that cost will be paid by the employer. Any additional cost involved in required treatment will be the responsibility of the employee.

5.2 An employee who is found to be in violation of the Federal Regulations as a result of a positive alcohol and/or prohibited drug test shall be placed on a leave of absence.

An employee, upon a test result of 0.02 - 0.039 blood alcohol level shall be placed on a leave of absence for a minimum of twenty-four (24) hours, or until a retest shows that the alcohol concentration is less than 0.02.

First positive test:

- a) An employee required, by the Federal Regulations, to be referred to a Substance Abuse Professional will be reinstated to his/her position upon review and approval by the Substance Abuse Professional and Department Head of a certificate confirming the satisfactory

completion of a recommended rehabilitation program. Upon review and approval by the Substance Abuse Professional, the Department Head will not deny reinstatement without just cause. This section shall not be considered as a waiver by the employer of its right to take appropriate disciplinary action.

- b) The County will exercise unlimited random testing for three (3) years after reinstatement to position.

Second positive test:

- a) A second positive test is grounds for immediate termination.

5.3 Use of Accrued Leave

a) An employee who for the first time is placed on a leave of absence as a result of a positive alcohol and/or prohibited drug test will be allowed to use accumulated sick leave, vacation leave and other accrued leave up to the limits set forth in the collective bargaining agreement. This will include a leave of absence as a result of being referred for treatment on an in-patient or out-patient basis.

b) Once the employee has exhausted their leave accruals they will be placed on a leave of absence without pay.

c) Nothing herein shall be construed to diminish any rights, which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws.

Section 6 - Previous Policies and Procedures

6.1 Any policies and procedures pertaining to alcohol and prohibited drugs as they pertain to the same employees covered by the Federal Regulations, shall be superseded by the procedures set forth in the Federal Regulations and this Memorandum of Agreement.

Section 7 - Discipline/Discharge

7.1 Nothing contained in this agreement shall be considered as a waiver, by the union, of the employees' rights under Article VIII (Employees' Rights) of the collective bargaining agreement.

Section 8 - Copies of the Agreement

8.1 The Employer shall provide each employee covered by the Federal Regulations with a copy of this Memorandum of Agreement.

Section 9 - Savings Clause

9.1 If any provision of this agreement is in conflict with a Federal or State Law or is declared inoperative by a court of competent jurisdiction, then the remaining provisions of this agreement shall remain in full force and effect. It is further agreed to meet within ninety (90) days to renegotiate said negated clause.

ADDENDUM VI ARBITRATION PROCEDURE

There hereby exists a panel of arbitrators which panel has been selected jointly by the parties. The panel shall serve for the duration of the contract. The panel shall consist of no more than five arbitrators. For the duration of this contract the panel consists of the following:

Douglas J. Bantle, Esq., Arbitrator

Eric W. Lawson, Jr., Esq., Arbitrator-Mediator

Michael S. Lewandowski, Arbitrator

Assignments of arbitrators shall be made in alphabetical order and on a rotating basis and shall be done by chronological order. Concerning contract interpretation grievances, the chronological order should be established by the date the Rules Committee renders its decision or the time expires for it to render the decision and there is no stipulation to extend the time for the grievance. If the Rules Committee renders its decision on more than one grievance on the same date, the chronology shall be established by the date of the second stage of the grievance. The date of a disciplinary grievance shall be established as of the date that the demand for arbitration is filed with the Personnel Officer. Whether an arbitration is for contract interpretation or for discipline, they shall be heard by the same panel of arbitrators and assigned a number in chronological order as heretofore described.

All demands for arbitration shall be substantially in the form as attached hereto. These are Conditions precedent to the commencement of arbitration; 1) Said demand for arbitration must be served on the office of the Personnel Officer, and 2) The service of the demand for arbitration must be accomplished not later than 30 calendar days. The County shall provide clerical staff for notifying arbitrators and CSEA attorneys of such filings of demands for arbitration and shall maintain a numerical list of the arbitrations filed. Each demand for arbitration shall have the year as the first two digits and followed by a hyphen and a number, e.g. 05-01, 05-02, 05-03, etc. Notification to the arbitrator shall be done within fifteen (15) days. Should the County fail to notify the arbitrator within fifteen (15) calendar days, CSEA reserves its right to notify the arbitrator on the sixteenth (16) calendar day.

Should either party wish to strike a member or members of the panel, they shall do so in the month of January of each year. Failure to so strike shall cause said arbitrator to remain for the balance of that calendar year.

COUNTY OF STEUBEN PERSONNEL DEPARTMENT

3 East Pulteney Square, Bath, New York 14810

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC

Steuben County Unit

DEMAND FOR ARBITRATION FORM

INSTRUCTIONS: Complete in full, retain one copy and distribute in the following manner:

- A) SERVE one (1) copy upon Steuben County Personnel Department in the same manner as a summons or by registered or certified mail, return receipt requested;
- B) File one (1) copy with the CSEA, Legal Counsel, 143 Washington Avenue, PO Box 7125, Albany, New York, 12224.

DATE: _____

Number: _____ (to be filled in by County)

Name, Title, Address and
Telephone number of the
Representative to whom
Personnel Department should
direct correspondence.

(ATTACH ADDITIONAL SHEETS WHERE NECESSARY.)

- 1. Identify the provision(s) in the agreement to be violated:
- 2. Write a clear and concise description of the nature of the dispute(s) to be arbitrated and the remedy(s) sought; include the name(s) of the grievant(s):

THE UNDERSIGNED, A PARTY TO THE WRITTEN AGREEMENT WHICH PROVIDES FOR ARBITRATION AS IDENTIFIED ABOVE, HEREBY DEMANDS ARBITRATION. YOU ARE HEREBY NOTIFIED THAT COPIES OF THIS DEMAND FOR ARBITRATION ARE BEING FILED WITH THE LEGAL COUNSEL, CSEA, INC., AT 143 WASHINGTON AVENUE, PO BOX 7125, ALBANY, NEW YORK, 12224, WITH THE REQUEST THAT (S)HE COMMENCE THE ADMINISTRATION OF THE VOLUNTARY GRIEVANCE ARBITRATION RULES OF PROCEDURE.

UNLESS WITHIN TWENTY DAYS AFTER THE SERVICE OF THIS NOTICE, YOU APPLY PURSUANT TO CPLR 7503 (c), FOR A STAY OF THE ARBITRATION, YOU WILL THEREAFTER BE PRECLUDED FROM OBJECTING THAT A VALID AGREEMENT WAS NOT MADE OR HAS NOT BEEN COMPLIED WITH AND FROM ASSERTING IN COURT THE BAR OF A LIMITATION OF TIME.

Signature

Title

Date

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